Solicitors' Journal.

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CURRENT TOPICS.

IT IS SATISFACTORY to learn from the statement made by the Solicitor-General in the House of Commons on Monday last that the time of the official referees has, during the present year, been fully occupied, and that they were even unable to complete all the pending references before the long vacation; and therefore the statistics of the business done by them during the legal year which has just expired will be looked for with considerable interest. It was hardly to be expected that an economist like Mr. Rylands would allow a vote for so large a sum as £6,800, being £1,500 for the salary of each referee, and £800 for their clerks, to pass unchallenged, but the explanation elicited by his opposition certainly justified the withdrawal of his amendment. It is to be observed that Mr. Watkin Williams, who had on several occasions severely criticized in the House the appointments made and the manner in which the business of the official referees has been carried on, now stated that "experience had induced him to alter his opinion." The Solicitor-General attributes the present more satisfactory state of things partly to a speech made two years ago in the House of Commons by the present Attorney-General while in Opposition, but partly also to the fixing by the Treasury Order of the 24th of April, 1877, of an uniform fee of £5 for every reference, irrespective of the time occupied, instead of one guinea for every hour or part of an hour during which the referee sits.

THE HIGH COURT OF JUSTICIARY in Scotland has had to decide a curious charge of cruelty to animals preferred under the Prevention of Cruelty to Animals (Scotland) Act, 1850 (13 & 14 Vict. c. 92), s. 1, which is in the same terms as section 2 of the corresponding English Act of 1849 (12 & 13 Vict. c. 72). The appellant and his wife were walking in Leith with two dogs which were attacked by a larger dog. The dogs were separated once, but began to fight again. Neither the appellant, nor his wife, nor his servant, nor a policeman, were able to separate them. The appellant, having destroyed his umbrella in his efforts for the protection of his own dogs, fetched a knife from his house, which was close by, and inflicted several stabs on the large dog, from the effects of which it died on the following day. The police magistrate fined him thirty shillings, and it was argued in support of the conviction that the appellant had committed an offence within the statute, since he had been guilty of wanton cruelty, and had inflicted needless pain by causing the dog to die a lingering and painful death. The court, however, allowed the appeal. The Lord Justice Clerk, after observing that "it is not comfortable to try to separate dogs which are fighting," held that there had been no cruelty within the Act, which was only aimed against persons who make an animal suffer without cause. The court, however, expressly abstained from expressing an opinion as to whether the appellant was liable to an action at the suit of the owner of the deceased dog.

NOT VERY LONG AGO a daily contemporary published a series of letters from correspondents of every age and degree complaining of the extent to which the habit of profane swearing had been carried in this country. None of these correspondents, so far as we can remember, appeared to be aware of the amount of protection afforded them by the law. Independently of provisions in the Town Police Clauses Act, and the Metropolitan Police Act, to which we will presently refer, there is upon the Statute-book an Act passed in the reign of George the Second (19 Geo. 2, c. 21), which is, without a single exception, the most stringent Act of Parliament we ever read. This statute, after reciting that the "horrid, impious, and execrable uses of profane cursing and swearing, so highly displeasing to Almighty God and loathsome and offensive to every Christian, are become so frequent and notorious that unless speedily and effectually punished they may justly provoke the Divine vengeance to increase the many calamities these nations now [1745] labour under," proceeds to enact that "if any person shall profanely curse or swear and be thereof convicted," &c., "every person so offending shall forfeit and lose the respective sums hereinafter mentioned—that is to say, every day labourer, common soldier, and common seaman, one shilling; and every other person under the degree of a gentleman, two shillings; and every person of or above the degree of a gentleman, five shillings." It is also provided that after a conviction the fine is to be doubled, and after a second conviction trebled; although it was held in *Reg.* v. *Scott* (33 L. J. M. C. 15) that the swearing of any number of oaths on one single occasion is one offence only, with a cumulative penalty for each oath. But the peculiar force of the statute lies in the succeeding sections. By section 2 it is enacted that if any person swear "in the presence and hearing of any justice of the

peace," such justice "shall and is *hereby authorized and required* to convict every such offender without any other proof whatsoever." And in order to make the statute still more effective, the 6th section provides that if any justice "shall wilfully and wittingly omit the performance of his duty in the execution of this Act, he shall forfeit and lose the sum of five pounds, one moiety thereof to the use of the informer, and the other moiety thereof to the use of the poor of the parish," &c. Similar, but lesser penalties may be extracted from constables' failing in the performance of their duties under the Act, amongst which is the duty to seize any unknown person swearing in their presence, "and such offender forthwith to carry forthwith before the next justice of the peace, &c." It may be said, perhaps, that this curious statute is obsolete; but *Reg.* v. *Scott*, which was decided only about twenty years ago, shows that it is not so; and we understand that the Act has been put into force in more than one seaport town within the last year or two. The principle of the Act, too, is adopted by the Town Police Clauses Act, 1847, s. 28, and by the Metropolitan Police Act, 1839 (2 & 3 Vict. c. 47), s. 12, under which a maximum penalty of forty shillings is imposed upon persons using profane language in *public streets or thoroughfares*, and as these these Acts have only a limited local application to the metropolis and large towns, the country swearer is provided for by the Act of George the Second alone.

In delivering judgment in the Sandwich Election Petition, Mr. Justice Lush alluded to the revival in that borough of an illegal practice, which was thought to have died out—the distribution of flags and ribbons. Probably many persons are unaware of the express enactment on this subject. The Bribery, &c., at Elections Act, 1854 (17 & 18 Vict. c. 7), enacted, by section 7, that "no candidate before, during, or after any election shall, in regard to such election by himself or agent, directly or indirectly provide to or for any person having a vote at such election, or to or for any inhabitant of the county, city, borough, or place for which such election is held, any cockade, ribbon, or other mark of distinction." Every person giving or providing such things is liable to a penalty of £2, with costs of the suit, to whoever shall sue for the same, and all payments for or on account of any cockade, ribbon, or mark of distinction, as well as for or on account of chairing, or bands of music, or flags, or banners, are to be deemed "illegal payments" within the Act. This Act was carried through the House of Commons by Lord John Russell, but many of its most important provisions were incorporated by a select committee from an independent measure, which had been introduced by the present Lord Chief Baron.

Mr. Edward Clarke, Q.C., M.P., was, on Monday evening last, at the Drill Hall, Bermondsey, presented by the Southwark Working Men's Conservative Association with a silver inkstand, value seventy guineas, and accompanied by an address engrossed upon vellum and bound in morocco.

At the Warwick Assizes the case of *Seal* v. *Claridge*, an interpleader issue tried before Baron Huddleston, raised a nice point under the new Bills of Sale Act, 1878. The plaintiff, a solicitor in London, is the holder of a bill of sale on the goods of a man named Johnson; and the defendant is an execution creditor. The Bills of Sale Act, 1878, requires that every bill of sale shall be attested by a solicitor, and by him explained to the parties. In the present case the plaintiff, being himself a solicitor, had attested the bill of sale. Baron Huddleston held the bill of sale to be void, saying that the Act clearly contemplated attestation by an independent solicitor, and if this attestation was good, any solicitor, who was also a money-lender, might attest, and so the Act, which was passed for the benefit of grantors, would be defeated. Judgment for the defendant.

DECISIONS UNDER THE INFANTS RELIEF AUT.

The Infants Relief Act, 1874 (36 & 37 Vict. c. 62), has given rise to several discussions. Section 1 provides that "all contracts, whether by specialty or by simple contract, henceforth entered into by infants for the repayment of money lent, or to be lent, or for goods supplied, or to be supplied (other than contracts for necessaries), and all accounts stated with infants shall be absolutely void, provided always that this enactment shall not invalidate any contract into which an infant may, by any existing or future statute, or by the rules of common law or equity, enter, except such as now by law are voidable." By section 2 "no action shall be brought whereby to charge any person upon any promise made after full age to pay any debt contracted during infancy, whether there shall or shall not be any new consideration for such promise or ratification after full age." The first case decided upon the statute was a bankruptcy appeal, *Ex parte Kibble, In re Onslow* (23 W. R. 433, L. R. 10 Ch. 373). The Lords Justices of Appeal affirmed an order of a registrar, dismissing a petition for an adjudication of bankruptcy against the drawer of a bill of exchange, given in respect of a debt contracted by him during infancy, but not for necessaries. He attained his majority two or three weeks after the passing of the Act, and the bill became due in the following month. The court held that the 2nd section of the Act applied to a ratification after the passing of the Act of a contract made by an infant before it. *Ex parte Lynch, In re Lynch* (24 W. R. 375, L. R. 2 Ch. D. 227), was a case where an infant had traded, and the Chief Judge in Bankruptcy held that the Infants Relief Act was no bar to his being adjudicated a bankrupt in respect of a debt contracted while so trading, the creditors having been ignorant of the fact that he was an infant. The effect of the statute was also considered by the Queen's Bench Division in Ireland, in *Belfast Banking Company* v. *Doherty* (4 L. R. Ir. 124). The defendant, when of full age, accepted a bill of exchange in renewal of a former bill which had been accepted by him when an infant in respect of a debt contracted during infancy, but not for necessaries. The court held that the statute was no answer to an action upon the bill by an indorsee for value having no notice of the acceptor's infancy, but Justices O'Brien and Fitzgerald both expressed an opinion that the Act would have prevented an action by the drawer of the bill against the acceptor, since as between the drawer and the acceptor the contract would have been either a promise to pay a debt contracted during infancy, or a ratification of a promise made during infancy within the 2nd section. The statute was also discussed by the Common Pleas Division in two actions for breach of promise of marriage. In *Coxhead* v. *Mullis* (27 W. R. 136, L. R. 3 C. P. D. 439), the defendant, when an infant, made a promise of marriage to the plaintiff, but broke it after attaining his majority, though there was evidence of ratification after he was of full age. Lord Coleridge and Mr. Justice Lopes held that the plaintiff was properly nonsuited, for the words of the 2nd section of the Act were wide enough to include a promise of marriage, and they were not limited to the contracts mentioned in the 1st section—namely, contracts for repayment of money, contracts for the supply of goods (other than necessaries), and accounts stated. In *Northcote* v. *Doughty* (L. R. 4 C. P. D. 385), the defendant had, while an infant, made an offer of marriage to the plaintiff, which she accepted, subject to the approval of his parents. Two days before attaining his majority (being then on a visit to his father) he wrote a letter to the plaintiff, in which he stated that he had obtained his parents' consent to the engagement, and on the day after his twenty-first birthday he said to her—"Now I may and will marry you as soon as I can." The case was tried before Mr. Justice Lopes, who asked the jury

whether the promise made during infancy was absolute or conditional, and whether what occurred after the plaintiff came of age was a new promise or a ratification of the former one. The jury found that the first promise was conditional, and that the second promise was an entirely new one, and a verdict was found for the plaintiff. On an order *nisi* for a new trial, on the ground of misdirection, *Coxhead* v. *Mullis* was relied upon by the counsel for the defendant, who contended that the only possible consideration for the second promise was the promise made during infancy, which was absolutely void and incapable of ratification. The case was heard by Justices Denman and Lopes, who distinguished it from *Coxhead* v. *Mullis*, since the jury had found that there was a fresh promise. They held that in such a case it is for the jury to say whether there had been any fresh promise by the defendant after attaining full age, or merely such a ratification of a promise made during infancy as would be avoided by the 2nd section of the Act. In the recent case of *Ditcham* v. *Worrall*, the same question came for the third time before the Common Pleas Division. Here again the defendant's offer of marriage had been made to, and accepted by, the plaintiff while the former was still a minor. After he had attained his majority a day was fixed for the marriage, but it was afterwards postponed for a month on account of the illness of the plaintiff's mother. A quarrel afterwards took place, and the defendant declined to fulfil his promise. At the trial before Lord Coleridge it was arranged that the court should enter judgment for the plaintiff, with £400 damages, if it should be of opinion that there was reasonable evidence of such a fresh promise after the defendant came of age as was not a mere ratification, and would take the case out of the operation of section 2 of the Infants Relief Act. Ultimately the majority of the court (Justices Denman and Lindley) held that there was evidence of such a fresh promise, while Lord Coleridge arrived at an opposite conclusion. The 1st section of the Act also formed the ground of decision in a recent criminal case. In *Reg.* v. *Wilson* (28 W. R. 307, L. R. 5 Q. B. D. 28), the prisoner had been convicted under section 12 of the Debtors Act, 1869, for having within four months before the presentation of a bankruptcy petition against him left England, and taken with him property to the amount of £20 and upwards, which ought by law to have been divided among his creditors. He was a minor at the date of his adjudication of bankruptcy, and all the debts proved against his estate were trade debts, and not debts for necessaries. The court held that, since all his trading contracts were absolutely void under section 1 of the Infants Relief Act, none of his property could be by law divided among creditors, and that therefore he had not committed any offence under the Debtors Act, and the conviction was quashed.

The *Central Law Journal* says:—Some anecdotes of an eminent lawyer in a city in one of the Eastern States will bear reprinting, even though we are compelled to omit the name of the State court against which they are directed. Some years ago the lawyer in question was counsel for a female client, but did not receive a decision in his favour, although justice and equity would have warranted it. As he and his client were leaving the court-room, the lady, who was well known as the exponent of woman's rights, said to him, "That was rank injustice." "Certainly, madam," he replied. "Mr. ——," the lady continued, "when we women get a chance to sit on that bench such injustice will not be possible." With a smile, the lawyer said, "Madam, never expect to see a greater set of old women than are at present on the —— Supreme Court bench." A short time ago, while in a street car, he was observed by one of the younger and lesser lights of the bar, who was acquainted with him, reading a sheep-covered book, and the young man, catching his eye, said, "Ah, Mr. ——, reading law? I thought you knew the law, and it was for youngsters to study it." Gravely he replied, "I am not reading law; I am reading one of the decisions of the —— Supreme Court."

THE JUDICIAL STATISTICS.

Queen's Bench, Common Pleas, and Exchequer Divisions.

The proceedings in the Queen's Bench Division on the Crown side in 1877-78 were as follows:—*Mandamus*, applications on affidavit, 59; *mandamus*, made absolute, 35; *quo warranto*, informations filed, 2; other special rules *nisi* granted, 53; other special rules made absolute, 105; applications for *habeas corpus*, 51; writs of *habeas corpus* granted, 50; *certiorari*, writs issued by court, 28; *certiorari*, writs issued by judge, 11; writs of prohibition, 2; orders of sessions removed into Queen's Bench, 14. The total amount of fees received for business done in the Crown office during the year, exclusive of business done for the public departments, for which no fees were received, was £1,041 4s. 4d., being less than the amount for 1876-7 by £230 18s. 4d.

The process, practice, and mode of pleading in the three common law divisons at Westminster being similar on the Plea side, the proceedings may be shown together in the appended table. Those under the heading "Process issued" are the preliminary and incidental matters in suits transacted in the different offices connected with the courts; the "Matters heard" come before the judges sitting *in banc*.

Process issued.	Q.B.	C.P.	Ex.	Total.
Writs of summonses issued . .	16,914	16,573	22,168	55,655
Appearances entered .	8,707	6,945	10,622	26,274
Judgments . .	7,416	6,884	9,501	23,801
Executions . .	4,599	4,704	6,056	15,359
Hand motions, and on side-bar rules .	347	277	371	995
Causes referred to masters . .	190	131	231	552
Matters heard.				
Motions for new trials	91	147	215	453
Other motions . .	287	277	188	752
Special cases . .	16	5	37	58
Demurrers . .	9	27	23	59

The total fees were as follows:—Queen's Bench, £20,603 6s. 6d.; Common Pleas, £14,182 13s. 3d.; Exchequer, £18,579 10s. 8d.—total, £53,365 10s. 4d. The total for the previous year was £51,904 0s. 3d. The number of bills of costs taxed in the divisions, exclusive of bills taxed under the statute, was 12,072. Under the Parliamentary Elections Act, 1868, the only proceedings in 1878 were two petitions presented from South Northumberland, and withdrawn by judge's order. The associates of the three divisions furnish, as usual, returns which show that at the end of 1876-7 the number of *remanets* was 1,128. During the year 1877-8 the number of cases entered for trial at Westminster was 2,146, and at *Nisi Prius* 1,330. At *Nisi Prius* there were 822 trials, and at Westminster 1,266 defended, and 106 undefended, and at the end of the year the number of *remanets* was 674 at Westminster, and 25 at *Nisi Prius*. The number of actions meantime withdrawn, struck out, &c., was 1,703, and 8 stood over for further consideration and for judgment. The number of causes entered for trial at *Nisi Prius* on each circuit in 1878, and the number of causes tried, were as follows:—

	Entered for Trial.	Tried.
South-Eastern . . .	176	124
Midland	139	111
Northern	442	218
North-Eastern . . .	237	128
Oxford	145	94
Western	71	52
City of Bristol . . .	43	29
North Wales . . .	35	32
South Wales . . .	42	34

In the three divisions there were during the year 453 motions for new trials, &c. In 97 cases applica-

tion was refused; in 193 a rule *nisi* was granted; in 77 a rule absolute was made; and in 86 the rule was discharged. To the division of her Majesty's Court of Appeal sitting at Westminster there were 94 appeals from the Queen's Bench, and 52 from the Exchequer. The total proceedings in the chambers of the judges of the three courts amounted during the year to 214,662 in number, as against 210,819 in 1877. The state of the suitors' funds of the three courts was as follows:—Amount on November 1, 1877, £88,199 10s. 9d.; amount paid in during the year ended October 31, 1878, £261,346 3s. 9d.; total to October 31, 1878, £349,545 14s. 6d.; amount paid out during the year, £252,309 2s. 2d.; balance on October 31, 1878, £97,236 12s. 4d.

Probate, Divorce, and Admiralty Division.

The Probate proceedings during the year included probates granted, 11,544; administration, 5,675; *caveats*, 1,105; appearances, 253; parties who had entered appearances in actions, 339; motions, 390; actions, 198; summonses, 1,084; trials by special jury, 14; trials by common jury, 17; causes heard by judge only, 68. The total amount of fees in court and contentious business was £1,902; and the taxed costs were £42,764. The value of effects sworn under in the principal registry was £68,998,655; and in the district registries £50,914,890.

As to Divorce business there were 687 petitions filed, together with 184 petitions for alimony. The number of motions was 1,073; of summonses, 1,472; and of causes tried 493. One judgment was given by the Divisional Court, and 493 were given by the court itself. There were 5 applications for new trial; and 4 appeals to the Divisional Court. The number of petitions dismissed were 63. There were 496 decrees *nisi*; 292 decrees absolute; 57 decrees for judicial separation; 10 decrees for nullity of marriage; and 1 decree under the Legitimacy Declaration Act. In 11 cases there was a reversal of decree. The fees received amounted to £5,571.

In Admiralty there were 378 actions instituted, 9 appeals brought from county courts, and 26 actions transferred to the division, the total amount of claims in actions instituted being £1,217,113. Of the 9 appeals brought from county courts, in two cases judgment was affirmed, and in 4 varied or reversed. The number of final judgments and decrees in 1878 was 165.

Court of Bankruptcy.

The cases brought under the provisions of the Bankruptcy Act, 1869, in 1878 were:—Bankruptcies, 1,084; liquidations by arrangement, 6,356; and liquidations by composition, 4,010; total, 11,450. Of the compounding debtors, 1,911, or nearly one-half, paid compositions not exceeding 2s. 6d. in the pound; while only four in every hundred offered to pay more than half of their debts. The comptroller in his report remarks, "The state of trade does not affect the number of insolvencies under the Bankruptcy Act so much as might perhaps be expected. Bad times, while tending to increase insolvency, not only directly, by also by affording an excuse to many who are not really affected, tend as well to decrease it, by checking speculation, speculative credit, and trading with insufficient capital, which are most fertile causes of insolvency. Depression of trade, caused by over-production, with fall of exports and of wholesale prices, would not, for a considerable time at least, have any very marked general effect on the number of insolvents under the Act, the great majority of whom are from the classes engaged in home distribution, chiefly retailers." The total liabilities declared in 1878 amounted to nearly ten millions, against assets estimated at nine millions, but not likely to realize more than six and a half, of which more than a million is claimed by creditors in two of the large bankruptcies as security against liabilities. The actual loss by bad debts in cases under the Act is estimated at about £25,000,000 for the year 1878. The number of bills taxed was 20,194, their gross amount being £506,625, and the amount struck off on taxation £90,569, leaving £416,056 as the net amount allowed.

County Courts, &c.

The number of plaints entered in 1878 in the whole of the county courts was 1,030,749; and there were also 756 cases from the superior courts. With a jury 993 causes were determined; and without, 615,497. The total amount for which plaints were entered was £3,343,203; and the amount of debts for which judgment was obtained by plaintiffs upon original hearings was £1,621,686, the costs being £119,620. The total fees on on all proceedings amounted to £433,583. The number of days of sitting for the whole of the circuits was 8,271. Of the judgments given, 97·1 per cent. were for the plaintiff; 1·1 per cent. were non-suits; and 1·8 per cent. were for the defendant. The number of equitable suits or proceedings was 633, and the amount of subject-matter in dispute or otherwise was £97,953. The number of Admiralty suits or proceedings in the county courts was 305. In the City of London Court the number of plaints issued in proceedings for the recovery of debt was 21,163; and there were 8 cases from the superior courts. The total amount for which plaints were entered was £121,547; and the number of days of sitting was 121. The equitable suits or proceedings numbered 6; and the Admiralty suits 157. In the Lord Mayor's Court, London, there were 12,518 actions entered in 1878, together with 19 ejectments and 5 apprentice petitions. The total amount for which actions were entered was £220,198. The number of foreign attachments issued was 424, for a total of £165,657. On the equity side of the court there were 5 bills of complaint filed in 1878. The fees on all proceedings amounted to £6,696.

Ecclesiastical Courts.

The number of suits in the ecclesiastical courts in 1878 was 13, ten being in the Arches Court of Canterbury. Of the whole, 3 were under the Public Worship Regulation Act, 1874; 4 for granting a faculty; 1 was for decreeing a monition; and 5 were other suits. In 1 case the suit was dismissed; in 1 abandoned; in one a decree for institution was obtained; in 4 the decree or order was affirmed; in 1 the defendant was admonished; in 1 the defendant was suspended; in 1 suspension was relaxed; and 3 cases were still pending at the end of the year. There were further 820 suits for faculties. The fees amounted to £1,319.

Court of Appeal, House of Lords, and Privy Council.

In her Majesty's Court of Appeal the total appeals from final judgments awaiting a hearing at the beginning of the year numbered 127; the number set down during the year was 346; the number heard during the year was 242; 48 were otherwise disposed of; and 183 awaited hearing at the end of the year. From interlocutory orders there were 19 appeals awaiting hearing at the beginning of the year; 226 set down during the year; 183 heard; 23 otherwise disposed of; and 39 awaiting hearing at the end of the year. Of original motions, 3 awaited hearing at the beginning of the year; 61 were set down during the year; 61 were heard during the year; 1 was otherwise disposed of; and 2 awaited hearing at the end of the year. From the County Palatine of Lancaster there were 9 appeals; from the Stannaries Court 6; and from the London Bankruptcy Court 124. There were also 2 appeals under the European Society Arbitration Act, 1875. The court sat 195 days at Lincoln's-inn, and 133 days at Westminster, or 328 days in all; and the Lord Chancellor sat 3 days on the Judicial Committee of the Privy Council; on 70 days in the House of Lords to hear appeals; and on 3 days on Committee for Privileges. Before the Judicial Committee of the Privy Council the number of appeals entered was 76; 35 were dismissed for non-

prosecution; and 63 were heard and determined. The number of appeals (lodged since April 1, 1870) remaining for hearing at the end of 1878 was 123. The cases before the House of Lords were:—From the Court of Chancery (Ireland) 1; from the Court of Session (Scotland) 26; from the Court of Appeal (England) 37; and from the Court of Appeal (Ireland) 1; making a total of 65. In 1878, 36 judgments were affirmed: 1 being affirmed with variations, 7 reversed, 6 reversed with declaration, direction, or finding, and 3 reversed in part; the total judgments being 53. The number of effective cases remaining for hearing at the end of the session of 1878 was 12. The fees amounted to £1,982.

General Correspondence.

CALL OF SOLICITORS TO THE BAR.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Enormous responsibility has of late years been laid upon our shoulders by purely judge-made law. Nothing is so easy as to blame a solicitor. He has no right of audience, and, therefore, cannot speak up for himself. He is a convenient scapegoat for the sins of others. "My instructions are, &c., &c.," is the excuse when the case is not clearly apprehended; or, when the advocate must not be attacked by his opponent, the *coup de grace* is "No doubt my learned friend is acting upon instructions when he says, &c., &c." "Gentlemen of the jury, it is not him I blame. It is those who have instructed him, and who are responsible for this action." "This is a solicitor's action," &c., &c. No counsel ever dare attack a solicitor in this way before a judge or a jury in a county court.

Time was when judges instantly interposed to prevent attacks upon "officers of the court." Now the tables are reversed. Witness, for instance, the hundreds of appeals from county courts which were either struck out or dismissed by the divisional courts simply because the county court judges had not made notes—the solicitor conducting the case always being held to be at fault, because it was presumed without foundation that he did not ask for notes to be made. It has recently been decided by the Court of Appeal that notes are not a condition precedent for an appeal, and therefore all these decisions of the divisional courts are wrong, and their strictures upon county court judges and solicitors totally unwarranted.

It is not "ability and ambition" alone, as Mr. Sykes appears to assume, which seek for an outlet. It is the public demand for a good article which must inevitably sooner or later compel solicitors to act as advocates in all cases in all courts whether the profession like it or not. I have the pleasure of knowing many solicitors whose knowledge, experience, and skill are equal to any to be had on the bench or at the bar, and whose patience and condescension make their attainments shine all the more brilliantly. Nearly every great provincial town is possessed of such men.

After all it is not so much a question for us as for the public, and having addressed many hundreds of meetings in London and different parts of the provinces, I think I can say that the public have been for some time unanimous upon the question which at last, after years of urging, the Council of the Incorporated Law Society seem to have taken up in sincerity and truth.

22, Queen-street, E.C., Aug. 3. EDMUND KIMBER.

Jean Luie, who was convicted of perjury at the trial of the Tichborne claimant, and sentenced to seven years' penal servitude, was discharged from Portland Convict Prison last Tuesday, having completed his term of imprisonment.

Cases of last Week.

STATUTE OF LIMITATIONS—FRAUD—BREACH OF TRUST—COMPANY—ACCEPTANCE OF BRIBE BY DIRECTOR.—In a case of *The Metropolitan Bank* v. *Heiron*, before the Court of Appeal on the 5th inst., the question arose whether the plaintiffs' right to sue had been barred by the Statute of Limitations. The action was brought to recover from the defendant, a former director of the bank, a sum of money which it was alleged that he had received from one Daniels, who was indebted to the bank in the amount of £3,000, in consideration of the defendant's agreeing to use his influence with the bank to accept a much smaller sum in discharge of the debt. It was alleged that the defendant accordingly induced the bank to accept from Daniels £50 in discharge of the debt. It was admitted that this charge against the defendant was made known to the board of directors of the bank in 1872, and that they inquired into it, but took no proceedings against the defendant. The action was commenced in 1879 by the liquidator in the voluntary liquidation of the bank. Stephen, J., held that the plaintiffs' right to sue was barred by the statute, and this decision was affirmed by the Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.). It was argued that the plaintiffs were suing in respect of a breach of trust, and that consequently the statutory bar had no application. JAMES, L.J., said that the action was really founded on "concealed fraud." If a man, who held a fiduciary relation, received money by way of a bribe to betray his duty, the injured *cestui que trust* was entitled in equity to recover the money from the wrongdoer. But courts of equity had always followed the Statute of Limitations in analogous cases. A *cestui que trust* was not bound by any lapse of time so long as the wrong was concealed from him. But if it was known to him he ought to make up his mind whether he would proceed against the wrongdoer. If he allowed years to elapse after he had full knowledge of the wrong, the defendant had a full right to avail himself of the lapse of time as a defence. The statute was therefore a good defence from the time when the charge was made known to the board of directors, which was more than six years before the action was commenced. BRETT, L.J., thought that the only action which could be maintained by the bank was an action in equity, founded on the fraud of the defendant. Neither at law nor in equity could the money be treated as the money of the company until it had been proved to be their money by a judgment of the court, on the ground that it was received by the defendant in breach of his duty. Till that had been done the money must be considered as held by the defendant adversely to the company, and therefore the Statute of Limitations applied, and the time ran from the period at which the fraud was made known to the board of directors acting for the company. COTTON, L.J., said that the argument that time did not run as against a breach of trust was founded on a misapprehension of the expression "breach of trust." When trust money was in the possession of a trustee, and he misappropriated it, time would not run as against the *cestui que trust*. But in the present case the money that it was sought to recover was in no sense the money of the company unless it could be made so by the judgment of the court in this very proceeding. The action was founded on a breach of duty by the defendant. The case was very different from one in which a *cestui que trust* was seeking to recover money which was his own before any act had been done by the trustee. The claim was founded on the act of the trustee making the money the money of the *cestui que trust*. Time would not run against him until the discovery of the fraud, but when the fraud became known to him the person defrauded could not be allowed to stand by with knowledge of his rights.—SOLICITORS, *Newman, Hilliard, & Stretton; Harper, Broad, & Battcock.*

PRACTICE—COSTS—SET-OFF—ADDITIONAL RULES, 1875, R. 19.—In a case of *Barker* v. *Hemming*, before the Court of Appeal on the 5th inst., the question arose whether there could be a set-off of costs under rule 19 of the Additional Rules as to Costs of 1875, which provides that "in any case in which, under the preceding rule No. 18, or any other rule of court, or by the order or direction

of a court or judge, or otherwise, a party entitled to receive costs is liable to pay costs to any other party, the taxing officer may tax the costs such party is so liable to pay, and may adjust the same by way of deduction or set-off, or may, if he shall think fit, delay the allowance of the costs such party is entitled to receive until he has paid or tendered the costs he is liable to pay." The action was brought against two defendants, Hemming and Johnson, upon a bill of exchange, of which Johnson was the drawer, and Hemming purported to be the acceptor. Judgment was allowed by both defendants to go by default, and execution was issued, under which the sheriff seized certain goods in Johnson's house. Hemming applied to have the judgment set aside as against him, on the ground that the writ had never been served on him, and that he had never authorized Johnson's solicitor to appear for him. He alleged that the signature to the acceptance which purported to be his was a forgery. The judgment as against him was set aside by the Divisional Court, and the plaintiffs then discontinued the action as against him, and he signed judgment for his costs of the action, which were taxed at £43. Hemming claimed the goods which the sheriff had seized as his goods, and the sheriff thereupon took out an interpleader summons which was entitled in the action. Under this summons an interpleader issue was tried and Hemming's claim to the goods was barred, with costs to the sheriff and the plaintiffs. The plaintiffs' costs of the interpleader proceedings were taxed at £33. The plaintiffs claimed to have these costs due to them from Hemming set off against the £43 costs which were due from them to him. The master allowed the set-off, and his decision was affirmed by Lindley, J. His decision, however was reversed by the Divisional Court (Cockburn, C.J., and Bowen, J.), who were of opinion (28 W. R. 765) that the interpleader proceedings were distinct from the proceedings in the action, and that therefore there could be no set-off of costs. This decision was affirmed by the Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.). JAMES, L.J., said that the plain meaning of the rule was that the set-off was to be between "parties" not "persons"—that is, parties to the same action and the same proceedings. It did not apply to two distinct actions. The interpleader proceeding was really a distinct proceeding which had arisen collaterally out of the original action. It was a mere accident that one of the persons who was a party to the interpleader proceeding happened to be also a party to the original action. The rule had no application to such a case. BRETT, L.J., said that the rule applied to parties to the same action, not to different actions. The question was whether the costs were incurred in some action to which the two were parties. In point of law the interpleader proceeding was as perfectly distinct as possible. If the rule did not apply, the taxing master could only act according to the two separate judgments, and could not give one *allocatur*. Of course the rule did not derogate from the old jurisdiction of the court to make a substantive order directing a set-off of costs, but no such order had been made in this case. COTTON, L.J., said that the rule must be restricted to a plaintiff and defendant in the same action, or to co-defendants, and it could not apply to a plaintiff in an action who was liable in respect of some entirely distinct litigation to pay costs to the person from whom he was entitled to receive costs in the action. The rule must mean only that there should be a set-off between parties to the action, as such parties, of costs relating to the litigation in the action. The proceedings in interpleader were not in respect of any matter which was in litigation in the action, and the rule did not apply.—SOLICITORS, *Wordsworth, Blake, & Co.; Harper, Broad, & Battcock.*

COMPANY—WINDING UP—COSTS OF ACTION BY SHAREHOLDERS—PAYMENT OUT OF ASSETS—COMPANIES ACT, 1862, s. 95.—In a case of *In re The Hull Central Drapery Company*, before the Court of Appeal on the 6th inst., the question arose whether, in the liquidation of a company, the court had jurisdiction to direct the payment out of the assets of the plaintiffs' costs of an action which had been brought by two shareholders of the company (on behalf of themselves and all the other shareholders, except the defendants) against the vendor of some property and a business to the company, and some promoters, to set aside the agreement for purchase, on the ground that it had been induced by the misrepresentations of the vendor as to the value of the business. The company were also made defendants. The other defendants were directors of the company, and it was alleged that they formed a majority of the board of directors, and that they held such a large number of shares that it was impossible for the plaintiffs, and the other shareholders who agreed with them, to take any steps within the company to set aside the agreement. Before the action came on for trial, an order had been made to wind up the company. No application was made to Hall, V.C., who had the conduct of the winding up, for leave to prosecute the action. When the action came on for trial before Malins, V.C., an order was made dismissing it without costs, and the order gave liberty to the plaintiffs to apply to Hall, V.C., to have the costs of the action allowed out of the assets of the company. Malins, V.C., expressed an opinion that the action had been *bond fide* instituted for the benefit of the company, and said that if it had been worth while going on with it, and anything had been recovered in it, the company would have got the benefit of it. He thought, therefore, that the plaintiffs' costs ought to be paid out of the company's assets. This opinion was communicated to Hall, V.C., and he ordered the costs in question to be paid out of the assets. His order contained a recital that it appeared that the action was instituted for the benefit of the shareholders of the company. The Court of Appeal (JAMES, BRETT and COTTON, L.JJ.) held that the court had no jurisdiction to order the payment out of the assets. JAMES, L.J., said that in the winding up the court was simply administering the assets of the company for the purpose of paying the debts of the company. It had no discretion, as it had in dealing with the property of an infant or a lunatic, to do that which it might think right or liberal; it could only apply the assets in paying legal or equitable demands against the company. The shareholders who brought the action did so at their own risk, and they had no more right to call on the company to pay the costs than they had to call on the other shareholders who were their co-plaintiffs to contribute to the costs of the action. The company had never authorized the action, nor had the court authorized it in the winding up. Leave ought to have been obtained from Hall, V.C., to prosecute the action if it was intended to make the assets of the company responsible for the costs. If the plaintiffs had succeeded in recovering money from the delinquent directors, and the company had taken the money and thus accepted the benefit of the action, the court would, no doubt, have found its way to giving the plaintiffs out of the assets, not only their costs, but all their proper charges and expenses, but the court had no jurisdiction to make A. pay the costs of an action brought by B. BRETT, L.J., said that the action was not brought in the name of the company only because the defendant directors would not bring it. It was brought solely for the benefit of the company, and if it had been successful they would have had all the benefit of it. A court of law would certainly not have had jurisdiction to make those who would have had the benefit of the action, if it had been successful, pay the costs of it when it was unsuccessful; but knowing the jurisdiction which the court of equity had assumed in other cases, his lordship could only express his surprise that it had stopped short of doing that which seemed to him consistent with justice. COTTON, L.J., agreed that there was no jurisdiction to make the order. The proceeds of the action, had it been successful, would have gone into the coffers of the company, but it did not at all follow that the action was brought for the benefit of the company. Section 98 of the Winding-up Act provided that the assets of the company were to be applied in discharge of its liabilities. The costs of the winding up must also be paid, but these costs were in no sense costs of the winding up.—SOLICITORS, *Cunliffe, Beaumont, & Davenport; W. Bohm.*

PRACTICE—DISCOVERY—INSPECTION—DISCOVERY OF TITLE—PARCELS OF LEASE—DISPUTE AS TO BOUNDARY.—In a case of *The Wayne's Merthyr Company* v. *Powell's Duffryn Steam Coal Company*, before the Court of Appeal on the 6th inst., a question arose as to the right of plaintiffs to inspect the lease under which the defendants held certain mining property. The plaintiffs and the defendants were lessees from different lessors of adjoining properties, under which they were both working coal. The plaintiffs alleged that the defendants had worked beyond their boundary and had removed coal belonging to the plaintiffs, and they

claimed an injunction, &c. The defendants denied that they had worked beyond their boundary. The plaintiffs claimed production of the defendants' lease in order that they might see the parcels and the plans contained in it. The defendants resisted production, on the ground that the action was an action of trespass, and that the plaintiffs were not entitled to see their documents of title. Hall, V.C., held that the plaintiffs were entitled to production and inspection of the lease so far as the parcels which, in the recitals or the operative part, were concerned, but that the other parts might be sealed up. The Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.), affirmed this order. JAMES, L.J., said that the plaintiffs had no right to see the defendants' title; anything which created a title was protected from production, unless there was a common title. But if there was anything in a title deed which showed a fact, such as a boundary, or if there were recitals showing the state of a family, that was no part of the title. In the present case the question was what was the boundary between the two estates, and the plans contained in the two leases, if they agreed, would be conclusive evidence as to the boundary.—SOLICITORS, *Williamson, Hill, & Co.; Bell, Brodrick, & Gray.*

COMPANY—DIRECTOR—TRUSTEE.—In a case of *Wilson v. Lord Bury*, in which judgment was given by the Court of Appeal in Lincoln's-inn on the 6th inst., the question arose whether an action could be maintained by a creditor of a company against the directors, on the ground, either that the directors were trustees for him, or that the company was a trustee for him, and the directors had been parties to a breach of trust, and had derived a benefit from it. The company was formed for the purpose of receiving deposits of money from persons in England for a fixed term, and investing the money on mortgages at high rates of interest in the colonies, they guaranteeing interest at the rate of six per cent. per annum to the depositor, and also guaranteeing the repayment of the principal in the event of the mortgage on which it was invested proving deficient. The company derived a profit by means of the difference between the six per cent. interest, which they paid to the depositor, and the interest which was paid by the colonial mortgagor. The plaintiff intrusted £1,000 to the company for five years for investment, and they appropriated to him as security a mortgage bond for a larger sum, which they had upon some property in Natal, and gave him a guarantee for the principal and the interest at six per cent. In April, 1877, the mortgage bond was paid off, and the company's agent in Natal remitted the money to the company in London, mixed with other moneys of the company, by means of a bank post bill. The amount of the bill was received and was paid to the company's general account with their bankers in London. The company did not inform the plaintiff that the mortgage had been paid off, but they continued to pay him interest on his money until the winding up of the company commenced, and he then discovered the fact of the payment off of the mortgage. In the meantime the money had been drawn out of the company's bankers, though it did not appear by whose cheques or for what purpose. The plaintiff, being unable to obtain payment of his £1,000 from the company, brought an action for it against the directors, charging them with gross negligence. At the trial the evidence adduced showed that the defendants were the only directors, and that the steps in the transaction, including the receipt of the money, were mentioned in the minutes of board meetings at which the defendants were present. Cockburn, C.J., upon this evidence, held that there was nothing to fix the defendants with any personal liability. It was then proposed to adduce evidence to show that at the time when the mortgage was paid off the company was insolvent, but Cockburn, C.J., rejected this evidence as immaterial. And he directed the jury to find a verdict for the defendants. The Queen's Bench Division refused to grant a rule for a new trial. The Court of Appeal granted a rule *nisi*, and the questions in dispute were argued upon cause being shown against the rule. The court (BAGGALLAY, BRAMWELL, and BRETT, L.JJ.) discharged the rule, though BAGGALLAY, L.J., differed from the conclusion of the majority. BRETT, L.J., was of opinion that no relation of principal and agent existed between the plaintiff and the defendants, and that the defendants were not, from the mere fact of their being directors of the company, trustees for the plaintiff. As to the company, they were clearly trustees for the plaintiff of any mortgage which was appointed to him, so long as the mortgage remained in force; but they were not trustees for him of the £1,000. Their obligation was to pay interest on the £1,000 for five years at six per cent.; to repay the £1,000 to the plaintiff out of their own funds at the end of the five years, if it should not be otherwise realised for him; to place in his hands, as soon as possible after the receipt of the £1,000, a colonial mortgage for £1,000, which was not to be effected in his name, and, in case that mortgage should become ineffective before the end of the five years, to replace it by another. These obligations were binding on the company, whether the colonial mortgagors did or did not fulfil their obligations. There was no obligation to keep the plaintiffs' £1,000 apart from the other funds of the company, or to invest it separately. The relation between the company and the plaintiff was one of contract, not of trust, and resembled that between a banker and his customer. And, even if a trust was constituted, there was nothing to show that the defendants were parties to any breach of trust. There was no proof that they ever received any part of the trust money. There was nothing to show that any part of it was applied in paying the directors' fees. Any clerk in the company's office might as well be made liable, on the ground that his salary had been paid out of the mortgage money. BRAMWELL, L.J., said that he felt a difficulty in saying that there was not a trust as between the company and the plaintiff, but he agreed that, if there was a trust, and there had been a breach of it, there was no ground for holding the defendants personally responsible to the plaintiff. BAGGALLAY, L.J., was of opinion that the relation of trustee and *cestui que trust* was established between the company and the plaintiff, that there had been a breach of trust, and that the defendants had been parties to and had aided in the commission of it. He fully recognised, as a general rule, that an agent employed by a trustee was accountable to his principal only, and could not be made responsible as a constructive trustee to the *cestui que trust*; but he thought that a distinction might be, and ought to be, drawn between the case of a company necessarily acting by its directors and an individual trustee acting through an agent over whose actions he could exercise a control. Whether, however, he was right or wrong in thinking that such a distinction should be drawn, there could be no question that the general rule to which he had referred did not apply when the agent had derived a personal benefit from the breach of trust, and, in his lordship's opinion, it was an important question in the present case whether the defendants had derived any such personal benefit. Upon this question the evidence, which was excluded upon the trial, might have an important bearing. It was alleged that the excluded evidence would show that at the time when the proceeds of the mortgage came under the control of the directors, they must have been aware of the insolvency of the company; that they, nevertheless, mixed the moneys of the plaintiff and of other depositors with their own, and that they from time to time retained or paid themselves large sums by way of dividends on their shares, and also as fees for their services as directors; and that they must have been aware that the moneys so retained and paid were derived, not from any funds properly belonging to the company, but from moneys intrusted to them by the depositors. His lordship thought, therefore, that the evidence ought to have been admitted, and that the rule for a new trial should be made absolute.—SOLICITORS, *Hewitt & Alexander; White, Borrett, & Co.; Linklater, Hackwood, & Co.*

EXPECTANT HEIR—MONEY-LENDING TRANSACTIONS—UNCONSCIONABLE BARGAIN.—In a case of *Nevill v. Snelling*, before Denman, J. (sitting for Fry, J.), on the 7th inst., the question arose whether the principle of the cases in which the court has set aside unconscionable or catching bargains made with expectant heirs, or persons entitled to reversions, was applicable to a case where loans at exorbitant rates of interest had been made to a young man, soon after he had attained his majority, he being a younger son of a marquis who was a large landed proprietor, and having no property and no expectations, except such as was founded upon the position of his father. The statement of claim alleged that the loans "were made by the defendant to the plaintiff without any hope or expectation on the part of the defendant that the promissory notes (which the plaintiff gave to secure them) would be paid by the plaintiff, but on the credit of

the plaintiff's expectations as the son of a marquis, and in the hope and expectation that, rather than submit to the exposure attendant upon the plaintiff being made a bankrupt, or being sued upon such notes, the plaintiff's father, who is, and was well known to the defendant to be, a large landed proprietor, or other members of the plaintiff's family, would pay the amounts claimed by the defendant upon such notes." The plaintiff claimed a declaration that the promissory notes should stand as security only for the moneys actually advanced by the defendant, with interest at the rate of five per cent. per annum, and an injunction to restrain the defendant from negotiating the notes, and from proceeding in bankruptcy against the plaintiff in respect of them. DENMAN, J., held, upon the evidence, that the above passage from the statement of claim accurately described the facts. He said that he had had considerable difficulty in making out to what extent the cases relied upon on behalf of the plaintiff were to be considered as wholly or mainly turning upon the point that the person seeking to be relieved from a bargain was an expectant heir or reversioner. Many of the cases, no doubt, were based entirely on this ground, coupled with the hardness of the bargain, and could not be considered as authorities applicable to any other case. Yet in many of the cases the court appeared to have proceeded to set aside the transactions complained of on grounds which seemed equally applicable to the case of an improvident young man who fell into the hands of a professional moneylender, and got deeper and deeper into his debt, the moneylender trading upon the probable unwillingness of the young man's relations to let him and his family be exposed by bankruptcy, as to the case of an expectant heir being led into an improvident bargain by a moneylender of the same description. It was very difficult to see any very solid distinction as regarded the morality of the two transactions, and his lordship could not perceive that the moneylender, who traded upon the hope of eating up a large slice of a family estate upon the death of its present owner, was a being at all more unconscionable or worthy of correction by a court of equity than the moneylender who traded upon the dread of exposure of the vices and follies of the children which was likely to force parents of adequate means or honest homes, whether they were rich peers or persons of more moderate estate, to pay interest, however usurious, rather than see their children figure in the Bankruptcy Court. But it must be admitted that a distinction, and a strong distinction, had been drawn in courts of equity between the one case and the other. After a review, however, of the authorities on the subject, such as *Croft* v. *Graham* (2 De G. J. & S. 155), *The Earl of Aylesford* v. *Morris* (21 W. R. 424, L. R. 8 Ch. 484), *O'Rorke* v. *Bolingbroke* (26 W. R. 239, L. R. 2 App. 814), and other cases, his lordship said that he did not entertain any doubt that, upon the general principle of equity which laid it down that unfair and unconscionable dealings with a person whose position rendered him too weak to resist rapacity or avarice and unfair dealing, were within the jurisdiction of the court and ought to be repressed, he ought to grant the relief claimed. And he gave judgment in accordance with the claim, with costs.—SOLICITORS, *Talbot & Tasker; James Davis.*

Obituary.

MR. HENRY THOMAS YOUNG.

Mr. Henry Thomas Young, solicitor, late of 9, New-square, Lincoln's-inn, died at Campden-hill House, Staplehurst, on the 25th ult. Mr. Young was born in 1818, and was admitted a solicitor in 1844. Two or three years later he went into partnership with Messrs. John and John Thomas Rounsiea and Mr. John Eldad Walters, and he practised in New-square for over thirty years, having been more recently associated with Mr. William Melmoth Walters, and Mr. John Croft Deverell. He had a very large family business, and he was a perpetual commissioner for the county of Middlesex and for the cities of London and Westminster. He took a warm interest in the subject of legal education and in all matters affecting the general welfare of the profession. He was many years a member of the council of the Incorporated Law Society. He was elected president of the society in 1876, in which year he presided with very great success over the society's meeting at Oxford. He was also a director of the Solicitors' Benevolent Association, the Law Fire Insurance Company, and the Legal and General Life Assurance Company. Mr. Young retired from practice about two years ago in consequence of failing health. He leaves a widow and several children.

Appointments, Etc.

Mr. THOMAS FITZGERALD CALLAGHAN, C.M.G., governor of the Falkland Islands, has been appointed Governor of the Bahama Islands. Mr. Callaghan is a graduate of Trinity College, Dublin, and he was called to the bar in Ireland in 1854. He was appointed chief magistrate at Hong Kong in 1860, and he was governor of Labuan and consul-general for the island of Borneo from 1861 till 1867, and administrator of the Government of the Gambia from 1867 till 1871, when he was appointed governor of the Falkland Islands. Mr. Callaghan was created a companion of the Order of St. Michael and St. George in 1877.

Mr. WILLIAM COCKROFT, solicitor, of Rochdale, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Cockroft was admitted a solicitor in 1869.

Mr. HORACE FITZGERALD, senior puisne judge of the colony of Trinidad, has been appointed to act as Chief Justice of that colony during the absence of Sir Joseph Needham. Mr. Justice Fitzgerald was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1840. He has been a puisne judge in Trinidad since 1862.

Mr. CHARLES JAMES GRIMWADE, solicitor, of Hadleigh, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Grimwade was admitted a solicitor in 1866.

Mr. THOMAS KERR, judge of the Assistant Court of Appeal in Barbadoes, has been appointed Governor of the Falkland Islands.

Mr. JAMES MOTTERAM, Q.C., judge of the Birmingham County Court, has been appointed a Member of the Standing Committee of Judges for framing County Court Rules, in succession to Mr. John Worlledge, resigned.

Mr. FREDERICK FERDINAND SMALLPEICE, solicitor, of 1, Lancaster-place, Strand, and of Guildford, has been elected Clerk to the Guildford Urban Sanitary Authority, in succession to Mr. Thomas Russell, resigned. Mr. Smallpeice is the son of Mr. Mark Smallpeice, clerk to the Guildford Board of Guardians, the borough magistrates, and the Commissioners of Taxes. He was admitted a solicitor in 1864, and is in partnership with his father and with his brother, Mr. Humphry Percy Smallpeice. He is also town clerk of Guildford and clerk to the county magistrates.

Mr. CHARLES WALTER TAYLOR, solicitor, of 31, Crutched Friars and Farningham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Taylor was admitted a solicitor in 1875.

DISSOLUTION OF PARTNERSHIP.

NEHEMIAH LEAROYD and JAMES PEACE, Albion-chambers, Moorgate, London, solicitors (Learoyd, Learoyd, & Peace.) June 7. [*Gazette*, Aug. 10.]

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DIRECT FISH SUPPLY ASSOCIATION (LIMITED).—V.C. Hall has by an order dated July 16, appointed Joseph Andrews, Ironmonger lane, to be the provisional official liquidator

INTERNATIONAL TRADING COMPANY, LIMITED.—V.C. Bacon has by an order dated July 26, appointed Roderick Mackay, Lothbury, to be official liquidator

JAMES THORNE AND COMPANY, LIMITED.—V.C. Malins has by an order dated July 9, appointed James Ford, Cheapside, to be official liquidator. Creditors are required on or before Sept 1 to send their

names and addresses and the particulars of their debts or claims to the above. Nov 4 at 12 is appointed for hearing and adjudicating upon the debts and claims

OAKHAM COLLIERIES COMPANY, LIMITED.—By an order made by the M.R., dated July 24, it was ordered that the above company be wound up. Denton and Co, Gray's inn sq, solicitors for the petitioners

RIPLEY OLD BREWERY COMPANY, LIMITED.—V.C. Hall has by an order dated July 26, appointed Thomas Leman, Pelham st, Nottingham, to be official liquidator. Creditors are required on or before Sept 30, to send their names and addresses and the particulars of their debts or claims to the above. Nov 2 at 12 is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Aug 6.]

CHRISTIAN SIGNAL PUBLISHING COMPANY, LIMITED.—The M.R. has by an order dated July 13, appointed Robert Yallowly Barnes, Gracechurch st, to be official liquidator

EAST PANT DU LEAD MINING COMPANY LIMITED.—The M.R. has by an order dated June 29, appointed Joseph William Brown, Mold, to be liquidator in the place of George William Taylor

ESTON ODD FELLOWS BUILDING COMPANY, LIMITED.—The M.R. has by an order dated June 4, appointed John Readman, Lackenby, nr Eston, York, to be official liquidator

FAULKNER, TAYLOR, AND COMPANY, LIMITED.—The M.R. has by an order dated July 15, appointed Hugh Shaw, Clegg st, Oldham, to be official liquidator. Creditors are required on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims to the above. Oct. 30 at 11 is appointed for hearing and adjudicating upon the debts and claims

GIFFARD REFRIGERATION COMPANY, LIMITED.—By an order made by V.C. Malins, dated July 30, it was ordered that the voluntary winding up of the above company be continued. Miller and Wiggins, Copthall ct, solicitors for the petitioners

IMPERIAL HYDROPATHIC INSTITUTION, LIMITED.—The M.R. has fixed Aug 18 at 12 at 12, Staple inn, for the appointment of an official liquidator

LLANRWST LEAD MINING COMPANY, LIMITED.—Petition for winding up presented Aug 9, directed to be heard before V.C. Hall, on Nov 5. Brown, Basinghall st, solicitor for the petitioners

LONDON AND COUNTY SUPPLY ASSOCIATION, LIMITED, formerly called The Warehousemen and Clerks' Direct Supply Association, Limited.—V.C. Malins has, by an order dated June 25, appointed John Folland Lovering, Gresham st, to be official liquidator

MATLOCK BATH HOTEL COMPANY, LIMITED.—Petition for winding up, presented Aug 6, directed to be heard before the Vacation Judge, sitting at the court of V.C. Malins, on Aug 18. Rogerson and Ford, Chancery lane, solicitors for the petitioners

TRAVELLERS' ACCIDENT INSURANCE COMPANY, LIMITED.—The M.R. has, by an order dated July 5, appointed Mr. James Waddell, Queen Victoria st, to be official liquidator

WITHERNSEA BRICKWORKS, LIMITED.—By an order made by V.C. Malins, dated July 30, it was ordered that the above company be wound up. Weed and White, Draper's gardens, agents for Thorp and Firth, Kingston-upon-Hull, solicitors for the petitioners

[*Gazette*, Aug 10.]

FRIENDLY SOCIETIES DISSOLVED.

JESSOP LODGE, 165, Nottingham Ancient Imperial United Order of Oddfellows, Crown inn, Codnor Park, nr Alfreton, Derby. Aug 4

[*Gazette*, Aug 6.]

FRIEND-IN-NEED LODGE, No. 36, Independent Order of United Friends, Tredegar Arms, Trelyn, Maesycwmer, Monmouth. Aug 8

[*Gazette*, Aug 10.]

LORD JUSTICE BRAMWELL ON THE LIABILITY OF EMPLOYERS.

THE following letter from Lord Justice Bramwell has been published:—

"Sir,—I think I am right in saying that railway companies have no right to complain of having to pay damages to their passengers if they are injured by negligence. No doubt they would not contract to do so now if they could help it; but they voluntarily contracted so to do when they took their powers and rights from the Legislature. Whether it is wise or right that their powers should be granted on those terms is another matter. It is also another and very different matter whether they have justice done them in relation to the contract to carry safely. I quite agree that they are fixed with liability very often most unjustly; and in such a case as you put, I have used this illustration:—A man hits the target ninety-nine times in 100; the hundredth time he fires wide of it. Is the legitimate conclusion that he is a bad shot, or that he was careless in the last firing? Neither. Yet when the driver overshoots the platform a few yards once in a thousand times, there is evidence of negligence, and the company is fined. I quite agree also that anomalies exist in the law on this head. The only remedy is what you suggest—viz., to make people liable only when they are to blame themselves. I view the proposed law with alarm. I do not think it can be called an evasion of it to agree with your workmen that you shall not be liable to them. The law, when passed, will mean, 'in the absence of express agreement to the contrary, it shall be taken that the contract of master and servant involves liability for a fellow-servant's negligence.' I declare I think this need trouble no conscience. Take a case of tenancy. The law says that in a tenancy from year to year six months is the right notice, unless the parties agreed for another period. There is no evasion of any law if they do so agree. So of numberless other cases. I think the proposed law will produce litigation, quarrels, ill-will, fraud, and other mischiefs, among them, probably, the discontinuance of such useful institutions as your accident fund.

—Faithfully yours, "G. BRAMWELL."

Election Petitions.

SANDWICH.

August 10.—LUSH, J., in delivering judgment, said that the election forming the subject of this inquiry was distinguished from all others with which they had had to deal in that the more important provisions of the Corrupt Practices Prevention Act seemed to have been totally disregarded from first to last. Although the Act providing specially against the giving of ribands and other marks of distinction and the payment of money for flags and banners had been in force for more than a quarter of a century, and the practice had been thought to have died out, yet it had been revived by both parties at this election. A sum of £348 10s. had been expended by the respondent's agents in providing these forbidden attractions, and his lordship must observe in passing that £315 10s. of this amount had, in the summary of accounts handed to the returning officer, been charged under the head of clerks and personation agents. That sum of £315 10s. was mainly expended with ten tradesmen in the borough, who supplied 365 dozen rosettes and 3,605 yards of bunting and ribbon. To this were to be added 80 special rosettes for the committee, charged at 2s. each, and 500 other rosettes at 1s. each which appeared in a separate account returned by the agent of the sitting member. The summary of the election expenses of the respondent was not delivered until the 3rd inst., and no vouchers were delivered until the first day of their lordships' sitting there, on the 5th of August, although the poll was declared on the 18th of May. On the other hand, the petitioner's election expenses had not been returned to this day; the person appointed as his election agent was not a professional man, and seemed to be utterly ignorant of his duties. It did not appear that any of Sir Julian Goldsmid's bills had been paid, and it was due to the petitioner to say that he disputed many of them, and his present solicitor said he was not aware until he came there that the accounts had not been filed as they ought to have been. The respondent's expenses, had, it seemed, amounted to a total of £3,153 5s. 3d., and those of the petitioner so far as it had been possible to ascertain £2,669 18s. 10d.; but it was evident that did not represent all the claims or at least all the outlay at the election, and the respondent's agent said that he had received from his client since he came to Sandwich the sum of £4,000. He told them he had £800 in hand, and yet he said there might be no balance to hand over to the respondent—an explanation which was far from satisfactory. But although the court had been unable to ascertain what amount the election had cost either party, enough had appeared in the accounts and the evidence to show there had been profuse and reckless expenditure on both sides, and that each party had striven to outdo the other in providing attractions which were expressly forbidden by the law. The particular expedients mentioned were not in themselves corrupt practices, and did not of themselves affect the seat, but when their lordships saw a deliberate purpose from beginning to end to set the law at defiance, and win the favour of the constituency by unlawful means, they could not help viewing with suspicion any matter which was left in obscurity or doubt. His lordship gladly took the opportunity of saying that he found no trace of money having been spent in drink—that common and most demoralising form of corruption. The act of bribery on which the election must be declared void was the hiring of a large number of public-houses—69 in all.

They could not accept the view put before them by the respondent's counsel as to the object for which that large number of houses was hired, but he believed the real object was to influence the vote of the publican—that the sum of £5 was paid to each of these eighty-eight publicans with a view to induce him to vote for the respondent—the very essence of bribery. There was no substantial difference between the colourable hiring of houses as committee rooms and the colourable hiring of a voter himself as a messenger; the only difference was in the form of the disguise. The employment of paid canvassers, for which £450 was charged, was another corrupt act; but the hiring of the public-houses was sufficient to avoid the election, and they must certify to the Speaker accordingly. With regard to the question whether they should report that corrupt practices had or had not extensively prevailed, they felt bound from the conduct of the election by both parties to report that there had been extensive corruption. As to the costs of the petition, seeing that the petitioner had by his agents also indulged in the same corrupt practices, the order of the court would be that each party pay his own costs of the inquiry.

MANISTY, J., in concurring, said this inquiry had caused him more than ordinary anxiety, partly owing to the fact that the personal charges of bribery against the respondent were not withdrawn until the last moment. The respondent's agents seemed from first to last to have disregarded both the common law and the statute law against corrupt practices, and to have resorted to every form of corrupt practice with the single exception of treating. The constituency was known to be a dangerous one, and the licensed victuallers, with beerhousekeepers, numbered 200, or one-tenth of the whole constituency. It was an important element to their interest, which the respondent's agent had told them was indispensable; and accordingly he acted upon a system which had been practised largely at other elections, and hired a large number of public-houses. That was the act of bribery upon which the case turned. He quite agreed with his learned brother that the hiring of those houses at £5 each was done for the purpose of influencing the votes of the landlords in favour of the respondent. His lordship referred to the regatta given by the respondent on Whit Monday, and held that it was intended to have a corrupting influence. There seemed to have been a determination to win the election at all hazards, and the whole business was conducted in such a corrupt manner as to substantially interfere with the free exercise of the privileges of the constituency. His lordship hoped this inquiry would be a warning to candidates in the future. If gentlemen would furnish money to agents to an amount which it was impossible to suppose could be spent legitimately, if they would shut their eyes to what was transparent, they must not be surprised to find that the election petition judges took a more severe view of such matters than they had hitherto done. He did not believe anything approaching to purity of election would ever be attained unless the law were altered so as to restrict the number of agents, clerks, and messengers, and to make it illegal for any such person to vote. There was strong reason to believe that the petitioner, by his agents, had been as guilty of corrupt practices as the respondent.

County Courts.

WAKEFIELD.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

Aug. 3.—*Fawcett* v. *Glossop.*

Contract—Acceptance and part receipt within the 17th section of the Statute of Frauds—Sale by sample.

His HONOUR, in giving his reserved judgment in this case, said: In this action, which was tried before me with the assistance of an assessor on the 22nd of June and continued on the 7th of July, the plaintiff seeks to recover the sum of £26 5s., the price of fifteen quarters of barley sold by the plaintiff to the defendant by sample at the Wakefield Corn Market, on the 27th of February last. The plaintiff is a corn factor at Pocklington, carrying on business at the various corn markets in Yorkshire, and the defendant is a brewer and maltster at Hull. At the time of the sale the barley, the subject of the present inquiry, was lying in bulk on the farm of the grower at Hornsea, and was after the sale delivered by him, on the order of the defendant, to the railway station at Hornsea — namely, on the 6th of March. On the 8th of March the defendant sent a further order to the stationmaster to forward the barley to Ravensthorpe, near Dewsbury. On the 12th the defendant repudiated the sale, on the ground that the bulk did not agree with the sample, and was unfit for malting, the plaintiff, as the defendant alleged, knowing it had been bought solely for that purpose. The defendant, by his counsel (Mr. Thomas), at the trial rested the defence of his client upon two grounds—first, that there being no evidence of any memorandum in writing or part payment, in order to prove a contract under the 17th section of the Statute of Frauds, the plaintiff must show, which he has failed to do, an acceptance and part receipt of the barley; and, secondly, should the court be of opinion that that defence fails, then, if it is proved that the bulk is inferior to the sample, in that case the contract price must be reduced by the difference in value of the quality of the bulk as compared with the sample. With regard to the first part of the defendant's answer to the plaintiff's claim that in this case there has been no acceptance by the defendant of the whole or any part of the barley, and no actual receipt of it proved, there is no doubt that it is now settled law "that in every sale of goods of the value of £10 and upwards two things must concur—the buyer must accept, and he must actually receive a part of the goods, and that so long as the buyer can without self-contradiction declare that the goods are not to be taken in fulfilment of the contract he has not accepted them; and it is immaterial whether his refusal be reasonable or not. If he refuses the goods, assigning grounds false and frivolous, or assigning no reason at all, it is still clear that he does not accept the goods, and the question is not whether he ought to accept, but whether he has accepted them. The question of acceptance or not is a question as to what was the intention of the buyer as signified by his outward acts." [Blackburn on Sales, 22.] In looking through the numerous cases as to what is required to constitute an acceptance and part receipt of goods within the 17th section, I find that in order to constitute a receipt by the buyer of the thing sold it is necessary that the seller must have placed the goods so far under the control of the buyer as to have lost his lien and also the right in the case of the insolvency of the buyer, of stopping the goods *in transitu*. In the present case, by the delivery of the barley to the defendant at the railway station on the 6th of March, to await the defendant's orders, both the plaintiff's lien and the right of stoppage *in transitu* had been parted with, and on that date, as far as the receipt required by the 17th section was concerned, it was complete. Upon this part of the defence the only question that remains is, Was there an acceptance by the defendant so as to satisfy the statute? It must be observed that to prove an acceptance there must not only be a delivery of the goods to the vendee with the intention of vesting the right of possession in him, but there must also be an actual acceptance by the latter with an intention of taking to the possession as owner: *Phillips* v. *Bistolli* (2 B. & C. 511). The fact of what constitutes such actual acceptance has in some instances become the subject of almost conflicting decisions. In the case of *Morton* v. *Tibbetts* (15 Q. B. 428), Lord Campbell, C.J., in giving judgment, said:—"We are of opinion that there may be an acceptance and receipt within the meaning of the Act without the buyer having examined the goods or done anything to preclude him from contending that they do not correspond with the contract," and he goes on further to lay down an important distinction with regard to what is evidence of a contract and that required to show its fulfilment by saying, "The acceptance to let in parol evidence of the contract appears to us to be a different acceptance from that which affords conclusive evidence of the contract having been fulfilled." In that case (*Morton* v. *Tibbetts*) fifty quarters of wheat of a specified weight had been sold by parol by the plaintiff to the defendant, and delivered by agreement to the defendant's general carrier, who shipped it on board one of his lighters and forwarded it by canal to Wisbeach. Before its arrival, and without previous examination, the defendant resold the wheat. It was afterwards rejected by the intermediate buyer on the

ground of deficiency of weight, and the court gave a unanimous judgment in favour of the plaintiff, on the ground that the defendant had by the resale exercised such an exercise of dominion over the goods bought as was inconsistent with the continuance of the right of property in the vendor. Applying the principle of the decision in this case to the facts of the case before me, the question suggests itself whether there having been a receipt of the barley at the Hornsea Station on the 6th of March, and the means of examination being then open to the defendant, but which examination was not made by him, the dealing with it by causing it to be sent to Ravensthorpe to be malted was not such an act of dominion as amounted, within the decision in *Morton* v. *Tibbetts*, to an acceptance, and I am led to the conclusion that it was. The means and opportunity of comparing the bulk with the sample were at hand and open to the defendant. It may be said that the case of *Grimoldby* v. *Wells* (44 L. J. C. P. 203), is an authority in favour of the defendant, that where goods bought by sample are delivered and are found not to be equal to sample the purchaser has the right to reject them, and is not bound to return them, the cost and risk of retaking the goods into his possession having to be borne by the seller. But even in the present case, had the defendant been justified in rejecting the barley at Hornsea, it could scarcely be said that he would have the power, after having the means of examination at the place of destination, to send it to a distant part of the country to a place not named at the time of making the contract, and thus subject the plaintiff to an additional cost and risk not contemplated by the parties at the time of entering into the contract. I am of opinion, therefore, upon the facts of this case, as far as regards the first head of the defence, that there was in fact an acceptance of the barley, and that so far the contract of sale is proved. The second and only remaining point to be considered is, Does the bulk of the barley sold correspond with the sample? and on that part of the case I have the valuable assistance of our assessor, Mr. William Pettinger, a gentleman of great experience and extensive dealing in this particular trade. During the interval which occurred between the first and second hearing of the case he has personally examined the bulk of the barley with the samples produced and identified at the trial, and he has arrived at the conclusion that there is no material difference between the samples and the bulk; and with respect to its not being fit for malting he has had some barley taken from the bulk and also from the samples, and had both tested in a malting cistern, and it was found that the barley from the bulk and that from the purchase sample germinated equally well, proving to his (the assessor's) satisfaction that there was no difference between the bulk and the sample. Finding that there was an acceptance of the barley by the defendant, and that the bulk corresponded to the sample, there must be a verdict entered in this case for the plaintiff—damages £26 5s.

Charles Mellor (barrister), for the plaintiff.
Thomas (barrister), for the defendant.

Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

FOSTER, WILLIAM, Sedbergh, York, Woolstapler. Oct 1. Robinson v Moss, V.C. Hall. Robinson, Sedbergh
IRVING, WILLIAM, Ireby, Cumberland, Yeoman. Oct 1. Cann v Mark, V.C. Hall. Tyson and Hobson, Maryport
MARTIN, HAMILTON, Guide Bridge, Lancashire. Oct 1. Manchester and Liverpool District Banking Co Limited v Hankinson, V.C. Bacon. Hankinson, Manchester
MEYER, CHARLES, Mincing lane, Merchant. Bock v Meyer, M.R. Crump, Philpott lane
SILVER, THOMAS ROYALL, Maidstone, Cornet in Army. Aug 27 V.C. Malins. Fladgate, Craven st, Strand
SMITH, JAMES, Hexham, Northumberland, Draper. Sept 1. Smith v Flanagan, V.C. Malins. Taylor, Hexham
THOMAS, JOHN, Stourbridge, Worcester. Aug 30. Thomas v Thomas, V.C. Bacon. Higgs, Birmingham

[*Gazette*, July 27.]

CREDITORS UNDER 22 & 23 *VICT. CAP.* 35.

LAST DAY OF CLAIM.

ARUNDOW, MARY, Walderton, Stoughton, Sussex. Aug 30. Arnold and Cooper, Chichester
ANDERSON, ANNIE HESSEY, Balcombe, Sussex. Dec 1. Shaw, Carnival's inn
BARD, AARON, Birdham, Sussex, Innkeeper. Sept 6. Rowlon, Chichester
BISSET, HUGH, Capri, nr Naples. Sept 1. Guy, Bishopsgate st Within
BLUCK, BENJAMIN, Alcester, Warwick, Linen Draper. Sept 1. Wright and Marshall, Birmingham
COWIE, THOMAS STOCK, Hyde pk sq, Esq. Aug 31. Freshfields and Williams, Bank bldgs
DODSWORTH, BENJAMIN, Scarborough, York, Esq. Aug 24. Munby and Scott, York
EMMETT, GEORGE, Preston, Lancaster, Gent. Sept 3. Dodd, Preston
FLETCHER, ELLEN, Victoria rd, Bristol. Sept 29. Lawes, Bristol
GOULDING, CHARLES, Westbourne st, Pimlico, Builder. Aug 21. Cronin and Rivolta, Southampton st, Bloomsbury
HUMPHREY, SARAH, Worth, Sussex. Aug 31. Hastits, East Grinstead
KIRKUP, ANN, St German's terrace, Blackheath. Aug 28. Bristow and Shepherd, Cannon st
LEADBEATER, JOHN, Birstall, York, Plasterer. Oct 18. Butler and Middlebrook, Leeds
MANNING, JOHN WALTON, Northampton, Retired Carpenter. Sept 27. Britten and Browne, Northampton
MURRAY, THOMAS, Lonsdale sq, Gent. Aug 31. Lovell and Co, Gray's inn sq
NEEDHAM, Rt. Hon. FRANCIS JACK, Earl of KILMOREY, Isleworth. Aug 28. Williams and Co, Lincoln's inn fields
O'LOUGHLIN, JANE, Hogarth rd, South Kensington. Sept 25. Cookson and Co, New sq, Lincoln's inn
PEARCE, JOSEPH, Crewkerne. Aug 28. Pearce, Chapel lane, Keighley
RICHARDS, WILLIAM BIVEN, Stourbridge, Worcester, Harness Maker. Sept 29. Gould and Elcock, Stourbridge
RUDALL, JOHN, Eaton sq, Barrister at law. Sept 15. Potter and Sandford, King st, Cheapside
TOMLINSON, OWEN, Wimbledon, Surrey, Builder. Sept 13. Crowder and Co, Lincoln's inn fields
WALFORD, ANN, Foregate, Shrewsbury. Sept 30. Morris and Sons, Shrewsbury
WALKER, WILLIAM WATSON, Leyton, Essex, Gent. Sept 1. Brett, West st, Finsbury circus
WILLIAMS, WALTER, Worthy pk, nr Winchester. Sept 15. Markby and Co, New sq, Lincoln's inn, London
WILLIAMSON, CLEMENT DECIMUS, Holywell, Flint. Sept 30. Williamson, Chapel Staircase, Lincoln's inn
WILLIAMSON, EDWARD HENRY, Holywell, Flint, Esq. Sept 30. Williamson, Chapel Staircase, Lincoln's inn
WOOD, ALEXANDER, Finsbury pk rd, Leather Seller. Aug 31. Wood, Devonshire st

[*Gazette*, July 30.]

Legislation of the Week.

HOUSE OF LORDS.

AUG. 5.—BILL READ A SECOND TIME.

PRIVATE BILL.—Filey Harbour.

BILLS IN COMMITTEE.

Courts of Justice Building Act, 1865, Amendment (passed through Committee), Merchant Shipping (Fees and Expenses) (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Lynn and Fakenham Railway, Metropolitan Railway, North British Railway.

Epping Forest, County Court Jurisdiction in Lunacy (Ireland), Wilds Birds Protection Law Amendment, Inclosure Provisional Order (Llanfair Hills), Tramways Orders Confirmation (No. 1).

AUG. 6.—ROYAL COMMISSION.

The Royal assent was given by commission to the following Bills:—Taxes Management, Epping Forest, Local Government Provisional Orders (Eastbourne, &c.), Metropolis Improvement Schemes Modification Provisional Order, Inclosure Provisional Order (Llanfair Hills), Rickmansworth Extension Railway, North British and Yoker Railways, Clyde Lighthouses, Rathmines and Rathgar Township Water, Burton-upon-Trent Corporation, Great Northern Railway, Great Western Railway, King's Lynn Corporation, Liverpool United Gas, London and North-Western Railway, Midland Railway, Oldham Improvement, Banbury and Cheltenham Direct Railway, Dagenham and District Farmers (Optional) Sewage Utilization, Woodside and South Croydon Railway, Black Sluice Drainage, Liverpool and Birkenhead Subway, Witham River Outfall, Posen's Naturalisation.

BILLS READ A FIRST TIME.

PRIVATE BILL.—Muirhead's Patent.

Exchequer Bonds and Bills.

BILLS READ A SECOND TIME.

PRIVATE BILLS.—Skipton and Rottlewell Railways, Kinsale Harbour.

Inland Revenue.

BILLS IN COMMITTEE.

Artizans and Labourers Dwellings (Scotland) Provisional Orders (Leith).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Duke of Leeds' Estate, Gas Light and Coke, Commercial Gas, and South Metropolitan Gas Light and Coke Companies, Totnes, Paignton, and Torquay Direct Railway.

Tramways Orders Confirmation (No. 2), Courts of Justice Building Act, 1865, Amendment, Merchant Shipping (Fees and Expenses).

AUG. 9.—BILLS READ A FIRST TIME.

Railway Construction Facilities Act, 1864, Amendment, Drainage Boards (Ireland) Additional Powers, Spirits, Metropolitan Board of Works (Money), Lord Plunket's Indemnity.

BILL READ A SECOND TIME.

Exchequer Bonds and Bills.

BILLS READ A THIRD TIME.

PRIVATE BILL.—Halesowen Railway.

Inland Revenue.

AUG. 10.—BILLS READ A FIRST TIME.

Married Women's Policy of Assurance (Scotland), General Police and Improvement (Scotland) Provisional Order (Forfar Gas).

BILL READ A SECOND TIME.

PRIVATE BILLS.—Muirhead's Patent, Teign Valley Railway.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Alford and Sutton Tramways, North Dublin Street Tramways, Coventry and District Tramways, Belfast Central Railway.

Lord Plunket's Indemnity, Exchequer Bonds and Bills, Artizans and Labourers Dwellings (Scotland) Provisional Order (Leith).

HOUSE OF COMMONS.

AUG. 5.—BILL READ A FIRST TIME.

Law of Ejectment (Ireland).

BILL READ A SECOND TIME.

PRIVATE BILL.—Ennis and West Clare Railway.

BILL IN COMMITTEE.

Employers Liability.

BILLS READ A THIRD TIME.

PRIVATE BILL.—London Tramways.

Exchequer Bonds and Bills.

BILL WITHDRAWN

Bills of Sale Act, 1878, Amendment.

AUG. 6.—BILLS READ A FIRST TIME.

Assault on Young Persons, Bastardy Orders.

BILL READ A SECOND TIME.

PRIVATE BILL.—Duke of Leeds' Estate.

BILLS IN COMMITTEE.

Employers Liability, Elementary Education (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Marquis of Abergavenny's Estate, Muirhead's Patent, Strathendrick and Aberfoyle Railway.

Spirits, Drainage Boards (Ireland) Additional Powers, Metropolitan Board of Works (Money), Railway Construction Facilities Act, 1864, Amendment.

AUG. 9.—BILLS READ A FIRST TIME.

County Courts Jurisdiction in Lunacy (Ireland), Courts of Justice Building Act, 1865, Amendment.

BILL READ A SECOND TIME.

Bastardy Orders.

BILLS IN COMMITTEE.

Census (Ireland), Census (Scotland).

BILLS READ A THIRD TIME.

PRIVATE BILL.—Greenock Harbour.

Elementary Education Provisional Orders Confirmation (Cardiff, &c.), General Police and Improvement (Scotland) Provisional Orders (Forfar Gas.).

AUG. 10.—BILLS READ A FIRST TIME.

Lord Plunket's Indemnity, Consolidated Fund (No. 2).

BILLS READ A SECOND TIME.

Census, Drainage and Improvement of Land (Ireland) Provisional Order (No. 4).

BILL IN COMMITTEE.

Bastardy Orders, Hares and Rabbits.

BILLS READ A THIRD TIME.

Census (Ireland.)

BILL WITHDRAWN.

Game and Trespass.

AUG. 11.—BILL READ A FIRST TIME.

Post Office Savings Banks.

BILLS READ A SECOND TIME.

PRIVATE BILL.—Duke of Leeds' Estate.

Consolidated Fund (No. 2), Assaults on Young Persons.

BILL IN COMMITTEE.

Hares and Rabbits.

BILLS READ A THIRD TIME.

Drainage and Improvement of Land (Ireland) Provisional Orders (No. 3), Local Government (Ireland) Provisional Orders, Artizans and Labourers Dwellings, Dublin, &c., Waterworks, Armagh, Bastardy Orders.

Legal News.

In the House of Commons on Monday last, on the vote of £182,416, for the Chancery Division of the High Court of Justice, Mr. Rylands moved the reduction of the vote by £6,800, being the amount of the salaries of the official referees. The hon. member said that four official referees were not required, and if that were so, there was no reason for paying their salaries. He was informed that the reason why the referees were not more fully employed was that the judges declined to make use of them, and that some of the judges referred matters by favour to certain Q.C.'s of their own choosing. The Solicitor-General could assure his hon. friend that all four of the official referees had during the present year been fully occupied, and some of them were unable to get all the business they had before them disposed of before the long vacation. There was, no doubt, at one time a very unsatisfactory state of things, but owing to the change that had come about by charging a uniform fee of £5, the referees at present had as much to do as they could possibly get through. Mr. H. Palmer bore testimony to the very great service that was done by the official referees, and contended that they were among the most hard-worked of all public servants. Mr. W. Williams remarked that experience had induced him to alter his opinion as to the official referees, and he agreed entirely with every word that the Solicitor-General had uttered. Mr. A. O'Connor quoted the criticism delivered by the present Attorney-General two years ago on the office and the way the duties were performed. He then held that the maintenance of the office was a mere squandering of the public money. The Solicitor-General replied that it was in consequence of the criticism of the Attorney-General that the work was now more satisfactorily done. The amendment was then withdrawn.—Mr. Monk called attention to the sum of £2,000 paid to the stockbroker of the Court of Chancery, who made his profit out of every transaction ordered by the court. Lord F. Cavendish explained that the arrangement was a most advantageous one for the public, as the salary of £2,000 was in place of fees. Mr. H. Palmer said that the office of the Lord Chancellor, so far as the Court of Chancery was concerned, was a sinecure, because by the passing of the Judicature Act the Supreme Court of Justice was constituted. Of that court the Lord Chancellor was president, but as head of the profession he seldom or ever sat in the Court of Chancery. He had only sat six days in 1878 and two days in 1877. The Chairman pointed out that this subject would be more properly discussed under the vote which included the Lord Chancellor's salary. The vote was agreed to.—On the vote of £63,900 for the central offices of the Supreme Court of Judicature, judges' clerks, and other officers, Mr. T. Thompson moved to reduce the vote by £2,740, the sum paid to the judges' marshals. He considered those officials to be useless. The Solicitor-General said the judges appreciated the services of the marshals, and this fact was borne out by the circumstance that the judges themselves bore the travelling expenses and the cost of the maintenance of the marshals. It was a mistake to suppose that the offices were sinecures, for the marshals performed duties which were a material assistance to the arduous work of the judges on circuit. Mr. W. Williams thought the office ought to be abolished along with the scarlet robes, wigs, carriages, and javelin men, and the other paraphernalia of the circuit system, as well as the absurdity of attending church (oh, oh, and laughter). Mr. M. Lloyd and Mr. Gorst supported the vote, Mr. Biggar remarking that judges had clerks to attend to their business, and therefore he saw no necessity for marshals. He had no objection to the ceremonial usually attending law officers, because from personal experience he could

say that he was much more impressed with lawyers when they wore their wigs and gowns than when he heard them discoursing in that House without those impressive garments (laughter). On a division the vote was agreed to by a majority of 115 to 36.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

M'CARTHY.—On July 10, at Howe-street, Freetown, Sierra Leone, West Africa, the wife of J. A. M'Carthy, barrister-at-law, of a daughter.

MARRIAGES.

CHALLICE—BIRD.—On August 10, at St. James's Church, Westbourne-terrace, Frank Challice, barrister-at-law, to Annie Florence, daughter of Dr Hinckes Bird, of Norfolk-square, Hyde-park.

DAVIDSON—WOODFORDE.—On August 10, at St. Peter's, Eaton-square, Madgwick George Davidson, of Lincoln's-inn, barrister-at-law, to Florence Elizabeth, daughter of W. Ffooks Woodforde, judge of county courts.

EVANS—PAINE.—On August 4, at Cardiff, Charles Evans, solicitor, Cardiff, to Florence, daughter of H. I. Paine, M.D., Cardiff.

LANGFORD—GILLIAT.—On August 10, at Charleywood, William Thomas Langford, of Lincoln's-inn, barrister-at-law, to Mabel Fanny, daughter of John S. Gilliat and Louisa Ann Fanny, his wife, of Charleywood Cedars, Herts.

WATSON—PIXLEY.—On August 10, at Freshwater, Innes Watson of the Inner Temple, barrister-at law, to Constance Blyth, daughter of T. W. Pixley, of Hill Lodge, Freshwater, Isle of Wight.

WELCHMAN—TERRY.—On August 10, at Calverley, Yorks, William Welchman, solicitor, Upwell, Wisbech, to Sarah Elizabeth, daughter of Benjamin Terry, solicitor, Bradford, Yorks.

DEATH.

WELLS.—On August 6, at 23, Percy-street, Bedford-square, W., John Wells, solicitor, aged 73 years.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Aug. 6, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hallowes, Thomas Arthur Tooke, Tavistock sq, Architect. Pet Aug 4. Hazlitt. Aug 18 at 11.30

Hayman, Herman, Myddleton sq, Jeweller. Pet Aug 4. Hazlitt. Aug 18 at 12.30

Hooper, William Frederick, Tower chambers, Moorgate st, and John Dobbin, Willis rd, Kentish town, Provision Agent. Pet Aug 4. Hazlitt. Aug 18 at 12

Humphries, Joseph Henry, Kensal Wharf, Harrow rd, Granite Merchant. Pet Aug 4. Hazlitt. Aug 18 at 1

Jessop, Robert Samuel, and Matthew John Jessop, Holborn Viaduct, Wholesale Jewellers. Pet Aug 4. Hazlitt. Aug 18 at 1

Kennedy, Arthur John Clark, Albert Mansions, Victoria st. Gent. Pet July 27. Hazlitt. Aug 18 at 12

Rogers, William, Essex st, Strand. Pet Aug 2. Pepys. Aug 17 at 12

To Surrender in the Country.

Bancor, John, Nottingham, Auctioneer. Pet July 31. Patchitt. Nottingham, Aug 20 at 11

Campbell, Robert S, St Helen's, Lancaster. Pet Aug 4. Bellringer. Liverpool, Aug 18 at 11

Dawber, James Kirke, Croydon, Surrey, Coal Merchant. Pet July 31. Rowland. Croydon, Aug 20 at 11

Hargan, David Amner, Greenwich, Kent, Watchmaker. Pet Aug 4. Pitt-Taylor. Greenwich, Aug 24 at 1

Owen, Richard, Manchester, Stationer. Pet July 24. Lister. Manchester, Aug 30 at 12

Scales, Thomas, and Henry Fawcett Scales, Kendal, Watchmakers. Pet Aug 3. Thompson. Kendal, Aug 21 at 2

Wilson, Thomas, Manchester, Cabinet Maker. Pet Aug 4. Hulton. Salford, Aug 25 at 11

Young, James, Prittlewell, Essex, Draper. Pet Aug 4. Gepp. Chelmsford, Aug 18 at 2

TUESDAY, Aug. 10, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Batsford, James, Edgware rd, Comb Manufacturer. Mot Feb 2. Pepys. Aug 24 at 12.30

Campbell, Charles, Clement's lane, Commission Agent. Pet July 13. Hazlitt. Aug 24 at 12

Cocksedge, Charles William, Queen Victoria st, Commission Merchant. Pet Aug 6. Murray. Aug 24 at 11.30

Ibbett, George, and Joseph Cooper, Pimlico walk, Hoxton, Boot and Shoe Manufacturers. Pet June 30. Brougham. Aug 25 at 12

Johnson, Edward George, Pitfield st, Hoxton, Oil and Colour Merchant. Pet Aug 6. Murray. Aug 25 at 12.30

Knight, Thomas, Melbourne grove, Dulwich, Builder. Pet Aug 5. Hazlitt. Aug 25 at 12

Quinn, Richard, Poland st, Oxford st, Photographic Case Maker. Pet Aug 7. Hazlitt. Aug 25 at 12.30

Shelbourne, John, Narrow st, Limehouse, Lighterman. Pet Aug 6. Murray. Aug 24 at 12

To Surrender in the Country.

Barlow, Peter William, jun, Broadstairs, Kent, Civil Engineer. Pet Aug 6. Furley. Canterbury, Sept 10 at 3

Hackney, Arthur, Ramsgate, Kent. Pet Aug 6. Furley. Canterbury, Sept 10 at 2

Howard, Robert, Rochdale, Lancaster, Licensed Victualler. Pet Aug 7. Tweedale. Oldham, Aug 23 at 11

Joscelyne, George Edward, Wolverley, Worcester, Auctioneer. Pet Aug 5. Talbot. Kidderminster, Aug 27 at 11

Lea, William, Shambles, Worcester, Butcher. Pet Aug 6. Crisp. Worcester, Aug 26 at 11

Line, Samuel, Southampton, Boot and Shoe Maker. Pet Aug 6. Daw, jun. Southampton, Aug 24 at 12

Mullins, J F, Everton, nr Liverpool. Pet Aug 7. Bellringer. Liverpool, Aug 23 at 12

Richardson, Richard, Lowdham, Nottingham, Engineer. Pet Aug 7. Patchitt. Nottingham, Aug 23 at 11

Stewart, Michael, sen, Accrington, Lancaster, Dealer in Iron. Pet Aug 7. Bolton. Blackburn, Aug 24 at 11

Wilkinson, William, Tow Law, Durham, Butcher. Pet Aug 5. Marshall. Durham, Aug 27 at 10.30

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 6, 1880.

Bernal, Joseph (and not Beinal, as erroneously printed in last Gazette), Essex rd, Islington, out of business. July 20

Johnstone, H B, Ebury st, Pimlico. Aug 3

Moore, John George, Leamington Priors, Warwick, Estate Agent. July 27

TUESDAY, Aug. 10, 1880.

Hudson, Frank Elrington, Dorset sq, Lieutenant R.N. Aug 7

Marsh, Charles Henry, Lymm, Chester, Farmer. Aug 5

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 6, 1880.

Ackroyd, William, Bradford, York, Blacksmith. Aug 24 at 3 at offices of Weatherhead and Burr, Main st, Bingley

Anderson, George, Wigan, Lancaster, Draper. Aug 21 at 11 at offices of Scott and Ellis, King st, Wigan

Andrew, Thomas, and James Andrew, Swansea, Maltsters. Aug 19 at 12 at offices of Richards, Castle sq, Swansea

Armstrong, George, Forestgate, Essex, Butcher. Aug 19 at 11 at offices of Cannon, King st, Cheapside

Barnett, George, Clare terrace, South Kensington, Florist. Aug 27 at 3 at offices of Waring, Borough High st

Bates, Thomas, West Bromwich, Cattle Dealer. Aug 20 at 11 at offices of Shakespeare, Church st, Oldbury

Bishop, Thomas, Borough High st, Southwark, Clothier. Aug 16 at 12 at offices of Few, Borough High st

Bleck, Joseph William Henry, Westborne grove, Bayswater, Importer of Fancy Goods. Aug 18 at 2 at 111, Cheapside. Cannon, King st, Cheapside

Blythe, Richard, and Walter Blythe, Liverpool, Steamship Owners. Aug 18 at 1 at offices of Gill and Archer, Cook st, Liverpool

Braid, William, jun., Brompton rd, Corn Merchant. Aug 13 at 2 at offices of Jonas, Bruton st, Bond st

Bromley, Robert, Harrold, Bedford, Surveyor. Aug 19 at 11 at the George Hotel, Bedford. Whyley and Piper, Bedford

Callear, John, and John Shorthouse, Bilston, Stafford, Aerated Water Dealers. Aug 24 at 11 at offices of Stratton, Queen st, Wolverhampton

Charante, William James, Newcastle-upon-Tyne, Provision Merchant. Aug 18 at 3 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne

Clacee, Emma, Frome, Somerset, Shopkeeper. Aug 13 at 11 at offices of McCarthy, Frome

Clark, Augustus Horatio, Clayton villas, Tottenham, Commercial Traveller. Aug 16 at 11 at offices of Barnes, Finsbury pavement

Comfort, John Nelham, Southampton buildings, Holborn, Hair Merchant. Aug 26 at 12 at the Guildhall Tavern, Gresham st. Savidge, Eastcheap

Cooper, Charles, Walsall, Stafford, Grocer. Aug 20 at 3 at offices of Dallow, Queen st, Wolverhampton

Corns, Joseph, Wolverhampton, of no occupation. Aug 24 at 11 at offices of Gatis, King st, Wolverhampton

Cousins, John, Gray's inn passage, Holborn, Engraver. Aug 13 at 11 at 34, St Martin st, Leicester sq

Cox, Joseph Henry Silvanus, Fleet st, Provision Dealer. Aug 19 at 3 at offices of Garrod, Great James st, Bedford row

Cubitt, Robert John, Heigham, Norwich, of no occupation. Aug 16 at 12 at offices of Emerson, Rampant Horse st, Norwich

Dale, Robert, Wakefield, York, Tobacconist. Aug 19 at 11 at offices of Kemp, Barstow sq, Wakefield

D'Archambaud, Charles Albert Louis Adolphe Henry, Croydon, Professor of Music. Aug 23 at 3 at offices Gowing and Co, Finsbury pavement

Dawson, William, York, China and Glass Dealer. Aug 24 at 1 at offices of Wilkinson, St Helen's sq

Dickinson, George Simpson, Newcastle-upon-Tyne, Tobacconist. Aug 13 at 2 at offices of Dove, Post office chambers, Newcastle-upon-Tyne

Donaldson, Alexander, South Stockport, Chester, Tobacconist. Aug 19 at 2.30 at offices of Brown and Ainsworth, Peter's gate, Stockport

Donellan, Alexander, Bournemouth, Wine and Spirit Merchant. Aug 20 at 3 at offices of Michelmore, Old Christchurch rd, Bournemouth

Dyer, Edward James, Wallingford, Berks, Grocer. Aug 19 at 12.30 at Feathers Inn, Market pl, Wallingford. Hedges and Co, Wallingford

Farthing, William, Queen's rd, Bayswater, Builder. Aug 24 at 3 at offices of Kearsey and Co, Old Jewry

Ferrier, Frederick William, Great Yarmouth, Solicitor. Aug 19 at 12 at offices of Jeffery, South quay, Great Yarmouth

Frost, Edmund, and Stephen Jarrett Cook, St Mary Axe, Ship Owners. Aug 19 at 2 at Guildhall Tavern, Gresham st. Bellamy and Co, Bishopsgate st, Within

Gerli, Angelo Ferdinando, Regent st, Hotel Proprietor. Sept 1 at 3 at Inns of Court Hotel, High Holborn. Lewis and Lewis, Ely pl, Holborn

Goddard, William, Cambridge, Whitesmith. Aug 19 at 11 at the Wrestlers' Inn, Petty Curry, Cambridge. Lyon, Cambridge

Groom, Jonathan George, Kettering, Northampton, Baker. Aug 23 at 2 at offices of Toller, Gas st, Kettering

Harrison, John Joseph, Lowestoft, Suffolk, Brewer. Aug 23 at 12.30 at 4, Princes st, Ipswich. Birkett and Bantoft, Ipswich

Hart, Richard Pelham, Lower Marsh, Lambeth, Manager to a Licensed Victualler. Aug 16 at 10 at offices of Goatly, Westminster Bridge rd

Hirst, Samuel, Leeds, Corn Factor. Aug 19 at 2 at offices of Ford and Warren, Albion st, Leeds

Jenkins, Thomas, Tintern, Monmouth, Farmer. Aug 16 at 3 at offices of J. and S. B. Parsons, High st, Bristol. David, Newport

Jones, Gomer, Nantwich, Chester, Ginger Beer Manufacturer. Aug 14 at 2 at offices of Warburton, Nantwich rd, Crewe

Kemp, John, Leicester, General Agent. Aug 17 at 11 at the Trade Protection Society, New st, Leicester

Lucas, Frederick James, White Lion st, Norton Folgate, Saddler. Aug 17 at 3 at offices of Catlin, Wormwood st, Old Broad st

McDermott, Peter, Bolton, Lancaster, Tailor. Aug 20 at 3 at offices of Mawdsley and Hughes, Wood st, Bolton

Miller, Andrew, Upper Housell, Worcester, Travelling Draper. Aug 21 at 3 at 24, Broad st, Worcester. Miller

Mills, William, Caledonian rd, Islington, Corn Dealer. Aug 20 at 3 at offices of Lewis, Wilmington sq, Clerkenwell

Mogg, John Pearce, Hyde rd, Hoxton, Grocer. Aug 17 at 3 at offices of Browne and Co, John st, Bedford row

Morrison, Edwin Alfred, Edgware rd, Paddington, Livery Stable Keeper. Aug 19 at 1 at offices of Dubois, Chancery lane. Maynard, Clifford's-inn

Nicholson, John Thomas, City rd, Islington. Linendraper. Aug 25 at 2 at offices of Morphett and Littlejohn, King st, Cheapside. Terry, King st, Cheapside

Owens, John, Widnes, Lancaster, Estate Agent. Aug 23 at 11 at the Central Hotel, Widnes. Bygott, Sandbach

Paddy, James, Hanley, Stafford, out of business. Aug 18 at 3 at offices of Ashmall, Albion st, Hanley

Palin, William, jun, Widnes, Lancaster, Grocer. Aug 19 at 2.30 at offices of Spenceley, South John st, Liverpool

Parker, John Charles, Lewisham, Kent, Builder. Aug 20 at 3 at offices of Harcourt, Moorgate st

Parker, Robert, Tooley st, Southwark, Potato Merchant. Aug 19 at 3 at offices of Moore and Son, Crosby sq, Bishopsgate. Smallman

Perl, Michael, Houndsditch, Dealer in Tobacconists' Fancy Goods. Aug 23 at 3 at the Metropolitan Hotel, South pl, Finsbury. Podmore and Harte, Moorgate st

Perrin, Charles, Southsea, Hants, late a Major in Her Majesty's Army. Aug 23 at 11 at offices of Blake and Reed, Union st, Portsea

Pettet, James, Scrutton st, Glass Dealer. Aug 24 at 3 at offices of Blachford and Co, College hill, Cannon st

Potter, Henry, Lymington, Southampton, Grocer. Aug 19 at 1 at the Creditors' Association, Arthur st East. Jackman, Lymington

Pronger, George Frederick, Tillington, Sussex, of no business. Aug 20 at 11 at the Terminus Hotel, Brighton. Mant, Storrington

Ramskill, Isaac, Whitwood, York, Grocer. Aug 19 at 3 at the Creditors' Association, Park row, Leeds

Rigby, Caroline, Blackpool, Temperance Hotel keeper. Aug 19 at 3 at offices of Ambler, Cannon st, Preston

Riley, John, Stratford New Town, Essex, Baker. Aug 16 at 4 at offices of Morphett and Littlejohn, King st, Cheapside

Riley, John, Hanley, Stafford, Cooper. Aug 16 at 11 at the Queen's Hotel, Hanley. Ashmall, Hanley

Robinson, Edward, and William Robert Webb, Bristol, Timber Merchants. Aug 19 at 2.30 at offices of Tribe and Co, Albion chambers, Bristol. Salmon, Bristol

Robinson, Philip, Derby. Grocer. Aug 16 at 3 at offices of Briggs, Amen alley, Derby

Rothwell, William, and James Rothwell, Waterfoot, nr Manchester, Felt Manufacturers. Aug 16 at 3 at the Reed Hotel, Rochdale. Sykes, Bacup

Sandiford, Joseph, and Edwin Davenport, Radcliffe, Lancaster, Bleachers. Aug 24 at 3 at offices of Boote and Edgar, Booth st, Manchester

Scholes, James, Birkenhead, Chester, Painter. Aug 18 at 3 at offices of Thompson, Hamilton st, Birkenhead

Scott, John, Guisborough, York, Butcher. Aug 14 at 11 at offices of Draper, Finkle st, Stockton-on-Tees

Seywards, Thomas, Liverpool, Bookbinder. Aug 25 at 3 at offices of Banner and Lawson, Union ct, Liverpool. Cleaver and Holden, Liverpool

Shore, Daniel, Wellington row, Bethnal Green, Boot Manufacturer. Aug 16 at 3 at 20, Metropolitan chambers, Broad st. Widdecombe

Sidaway, Simeon, Rowley Regis, Stafford, Carter. Aug 20 at 3 at offices of Stokes and Harper, Priory st, Dudley

Smith, George, Lincoln, Grocer. Aug 19 at 11 at offices of Page, jun, Flaxengate, Lincoln

Stanley, Walter, Burnley, Lancaster, Fruiterer. Aug 20 at 3 at the Thorn Hotel, St James' st, Burnley. Hodgson, Burnley

Stevens, Stephen, Dudley, Worcester, Manager of Chain Works. Aug 21 at 11 at offices of Wright High st, Cradley Heath

Sumner, William, Bolton, Lancaster, Hat Manufacturer. Aug 20 at 3 at offices of Ryley and Haslam, Mawdsley st, Bolton

Taylor, William, York, Builder. Aug 20 at 11 at offices of Anderson, Stonegate, York

Thorburn, William, Chesterton, Stafford, Tailor. Aug 18 at 2 at offices of Salt, Keele st, Tunstall

Webb, Alfred, Frome, Somerset, Saddler. Aug 20 at 3 at offices of Phillips, Small st, Bristol. Brown, Corn st, Bristol

Whelan, Joseph, Median road, Lower Clapton, Ironmonger. Aug 25 at 10 at offices of Harling, Fetter lane, Fleet st

Whiteley, Henry, Dalton, near Huddersfield, Grocer. Aug 12 at 3 at offices of Mills and Bibby, Byrom buildings, Huddersfield

Wisdom, Frederick William, St James's square, Club Proprietor. Aug 26 at 3 at the City Terminus Hotel, Cannon st. Simpson and Cullingford, Gracechurch st

Young, Arthur, Fulham rd, West Brompton, Glass and China Dealer. Aug 16 at 3 at offices of Johnson, Seymour pl, Marylebone rd

TUESDAY, Aug. 10, 1880.

Adcock, George, Birmingham, Greengrocer. Aug 20 at 11 at offices of Beaton, Church st, Birmingham

Anscombe, Robert, Old Kent rd, Skin Merchant. Aug 23 at 11 at Guildhall Coffee house, Gresham st. French, Crutched Friars

Barker, Francis, York, Millwright. Aug 25 at 10.30 at offices of Harrison, Kirby Moorside

Barker, James, Worksworth, Derby, Licensed Victualler. Aug 23 at 3 at offices of Briggs, Amen alley, Derby

Beckett, John, Tarvin, Chester, Farmer. Aug 24 at 11 at offices of Brassey, Werbergh st, Chester

Bell, Frederick Edwin, Scarborough, York, Carver. Aug 20 at 3 at offices of Watts, Queen st, Scarborough

Bloodworth, Edwin, Uley, Gloucester, Grocer. Aug 23 at 3 at offices of Taynton and Sons, Clarence st, Gloucester

Boot, Sarah, Nottingham, Licensed Victualler. Aug 30 at 12 at offices of Brittle, St Peters chambers, St Peter's gate

Boxwell, Thomas, Scarborough, York, Photographic Artist. Aug 21 at 11 at offices of Crowther, Huntriss row, Scarborough

Bradford, Joseph, South Shields, Varniah Merchant. Aug 20 at 3 at offices of Mabane and Graham, South Shields

Brookes, Joseph, Redditch, Worcester, Painter and Glazier. Aug 19 at 3 at offices of Simmons, Bennett's Hill, Birmingham

Buckle, Richard, Walworth rd, Draper. Aug 27 at 2 at 145, Cheapside. Boulton, Gresham buildings

Calvert, Anne, Kingston-upon-Hull, Milliner. Aug 19 at 11 at offices of Stead and Sibree, Bishop's lane, Kingston-upon-Hull

Capon, Jane, Dorking, Surrey, Coal Merchant. Aug 24 at 11.30 at offices of Morrison, High st, Reigate

Carnell, Joseph, jun., Sheffield, Clothier. Aug 24 at 3 at offices of Ehrenfeldt, High st, Sheffield

Chapman, Edward, Stetchworth, Cambridge, General shop Keeper. Aug 28 at 10 at Wrestler's Hotel, Petty Cury

Cliff, William Murfin, Burton-on-Trent, Brewers Manager. Aug 21 at 11 at Star Inn, High st, Burton-on-Trent. Taylor, Burton-on-Trent

Coles, Thomas, Bicester, Oxford, Licensed Victualler. Aug 26 at 11 at offices of Mills, Market hill, Bicester

Collinson, Allen, Halifax, Fish, Fruit, and Game Merchant. Aug 25 at 11 at offices of Rhodes, Horton st, Halifax

Cook, John Dawson, Sheepbridge, Derby, Earthenware Manufacturer. Aug 20 at 3 at offices of Webster and Styring, Heartshead, Sheffield

Cotton, Charles Bull, Bishopsgate st Without, Tobacconist. Aug 23 at 3 at offices of Noon and Clarke, Blomfield st

Crawshaw, Marshall Hartley, Dewsbury, York, Grocer. Aug 24 at 3 at offices of Ibberson, Westgate, Dewsbury

Crosland, George, Honley, York, Carrier. Aug 20 at 4 at offices of Booth, John William st, Huddersfield

Darby, Charles, Smethwick, Stafford, Beerhouse keeper. Aug 25 at 11 at offices of Shakespeare, Church st, Oldbury

Davies, Daniel, Festiniog, Merioneth, Storekeeper's Assistant. Aug 20 at 3 at offices of Thomas, Portland st, Aberystwith

Davies, John, Ystalyfera, Glamorgan, Cabinet Maker. Aug 20 at 3 at offices of Evans and Davies, Wind st, Swansea

Davis, Charles, Gloucester, Corn Porter. Aug 19 at 11 at offices of York, Berkeley st, Gloucester

Dixon, Charles, Skegness, Lincoln, Refreshment House keeper. Aug 20 at 2 at offices of Thimbleby and Son, Spilsby

Dugdale, Robert, Penzance, Butcher. Aug 20 at 2 at offices of Dale, Parade st, Penzance

Edwards, George, Winford, Somerset, Farmer. Aug 21 at 11 at offices of Fry and Co, Corn st, Bristol

Ellis, David, Kirkdale, Liverpool, General Dealer. Aug 24 at 3 at offices of Quilliam, Post Office pl, Liverpool

Emery, John, Stourbridge, Worcester, Draper. Aug 19 at 3 at the Queen's Hotel, Stephenson place, Birmingham, in lieu of the place originally named

Evans, Evan Thomas, Mountain Ash, Glamorgan, Chemist. Aug 21 at 2 at the Victoria Hotel, Pontypridd. Rosser, Pontypridd

Evans, John, Llanfairfechan, Carnarvon, Plumber. Aug 19 at 2 at the Bee Hotel, Rhyl. Roberts, Bangor

Fletcher, William, Sheffield, Cutlery Manufacturer. Aug 23 at 13 at offices of Rodgers and Co, Cutlers' Hall, Church st, Sheffield

Flowers, Emma Amelia, King's Lynn, Norfolk, Coach Builder. Aug 24 at 1 at offices of Ward, Tuesday Market place, King's Lynn

Gale, Joseph, Tuxford, Nottingham, Draper. Aug 27 at 11 at offices of Bescoey, Grove st, Retford

Garn, William George, Hemingford rd, Builder. Aug 31 at 2 at offices of Perry, Guildhall chmbrs, Basinghall st

Gibbens, George, Sittingbourne, Kent. Brick Manufacturer. Aug 19 at 3 at the Guildhall Tavern, Gresham st. Brook and Chapman, Coleman st

Gibbon, Edward, jun, Warrington, Lancashire, Estate Agent. Aug 26 at 3 at offices of Ashton and Woods, Horsemarket st, Warrington

Groom, John William, King's Lynn, Norfolk, Grocer. Aug 25 at 12.30 at offices of Beloe, New Conduit st, King's Lynn

Guy, Charles, and Arthur Edwin Clay, Norwich, Fruit Merchants. Aug 23 at 12 at offices of Bavin and Daynes, Exchange st

Hall, Stephen George, Little Newport st, Oilman. Aug 28 at 3 at offices of Wright and Law, High Holborn

Hall, Thomas James, Derby, Builder. Aug 26 at 3 at offices of Heath, Amen alley, Derby
Hammond, George Henry, Brierley hill, Stafford, Grocer. Aug 25 at 11 at offices of Higgs, Queen st, Wolverhampton
Harmer, Ebenezer, New Brompton, Kent, Grocer. Aug 25 at 3 at offices of Basset, Eastgate, Rochester
Hawkins, Jeremiah, Staunton, Worcester, Farmer. Aug 19 at 2 at the Spread Eagle Hotel, Gloucester. Edmonds
Hodson, Thomas, Bootle, Lancaster, Grocer. Aug 20 at 3 at offices of Yates and Co, Water st, Liverpool
Holmes, Henry, Cheltenham, Hotel Keeper. Aug 21 at 10 at offices of Stroud, Clarence parade, Cheltenham
Holwill, Frederick, Torrington, Devon, Merchant. Aug 26 at 2 at offices of Chanter and Co, Bridge Hall chambers, Barnstaple
Horrocks, John, Manchester, Manufacturer. Aug 25 at 3 at offices of Earle and Co, Brown st, Manchester
Horsfall, Thomas Edwin, Leeds, Dryealter. Aug 23 at 3 at offices of Pullan, Bond st, Leeds
Howells, David Thomas, Ystradyfodwg, Glamorgan, Grocer. Aug 24 at 12.30 at offices of Collins, Broad st, Bristol. Morgan, Pontypridd
Hughes, David, Hartford, Chester, Builder. Aug 20 at 11 at offices of Green and Dixon, Castle chambers, Northwich
Ive, Edmund, Shepherd's Hill Farm, Harefield, Farmer. Aug 31 at 3 at the Guildhall Tavern, Gresham st. Cooper, Chancery lane
Jackson, Joseph, and Robert Grey Curr, Lower Broughton, Lancaster, Clerks. Aug 24 at 3 at offices of Simpson, Kennedy st, Manchester
James, Richard, Newport, Monmouth, Grocer. Aug 26 at 12 at offices of J. and S. B. Parsons, High st, Bristol. David, Newport
Johnson, Charles, Selhurst, Croydon, Draper. Aug 20 at 11 at the Green Dragon Hotel, High st, Croydon. Dennis, Croydon
Leach, Frederick William, Bristol, Provision Merchant. Aug 20 at 12 at offices of Collins, Broad st, Bristol. Clifton and Carter, Bristol
Leigh, William George, and John Leigh, Middleton, Lancaster, Brewers. Aug 27 at 2 at offices of Leigh, Brown st, Manchester
Lester, John, Nottingham, Lacemaker. Aug 23 at 2 at offices of Truman, Poultry arcade, Nottingham
Linforth, Richard, East st, Walworth, Engineer. Aug 24 at 10 at offices of Waring, Borough High st, Southwark
Lingham Charles, and Matilda Lingham, Eastbourne, Sussex, Stationers. Aug 24 at 2 at offices of Champion and Co, General Post Office, Eastbourne
Leering, Thomas, Turner sq, Hoxton, Coal and Corn Merchant. Aug 18 at 3 at 27a, Turner sq, Hoxton. Jackson
Loewenthal, Morris, Grosvenor park, Walworth, Bag Manufacturers' Foreman. Aug 20 at 3 at offices of Sturt, Southwark st, Borough
Maidment, William, East Stower, Dorset, Baker. Aug 24 at 3 at offices of Bell and Fresme, Gillingham
Mallison, Bethal Hick, Leeds, Fishmonger. Aug 20 at 3 at offices of Granger, Bank st, Leeds
Marshall, Elizabeth Angelina, Railway Hotel, Uxbridge, Licensed Victualler. Aug 31 at 3 at offices of Gardiner and Co, High st, Uxbridge
McClellan, David Cathcart, The Chase, Clapham, Military Tutor. Aug 23 at 3 at 40, Southampton buildings, Holborn. Cooper, Chancery lane
Michael, George, Newport, Monmouth, Harness Manufacturer. Aug 23 at 2.30 at the Swan Hotel, Birmingham. David, Newport
Miles, James, Tunbridge Wells, Kent, Upholsterer. Aug 24 at 3 at offices of Andrews and Mason, Ironmonger lane. Taylor and Jaquet, South st, Finsbury sq
Mills, William, West Hartlepool, Grocer. Aug 23 at 3 at offices of Simpson, Church st, West Hartlepool
Mosley, James, Farnworth, Lancaster, Tobacconist. Aug 20 at 11 at offices of Clarke, Chancery lane, Bolton
Neumann, Samuel, Nottingham, Tailor. Aug 24 at 11 at offices of Burton and Co, Nottingham
Nixon, Georgina, Birmingham, Milliner. Aug 23 at 3 at offices of Wright and Marshall, New st, Birmingham
Pacifico, Jacob, Caledonian rd, Islington, Tobacconist. Aug 17 at 2 at 20, Southampton st, Bloomsbury. Pilgrim
Packhurst, Peter, Sheerness, Kent, Shipwright. Aug 20 at 2 at 40, Southampton buildings, Holborn. Cooper, Chancery lane
Parker, Samuel Hick, Leeds, Ale and Porter Merchant. Aug 20 at 3 at offices of Weston, Park row, Leeds
Parkin, George Henry, Oldham, Lancaster, Machine Maker. Aug 26 at 2.30 at offices of Blackburne and Smith, Clegg st, Oldham
Pence, George Frederick, Smethwick, Stafford, Potted Meat Manufacturer. Aug 24 at 11 at offices of Jackson and Sharpe, High st, Bromwich
Pearce, Charles, High Wycombe, Buckingham, Hairdresser. Aug 21 at 11 at offices of Clarke, Easton st, High Wycombe
Perks, William, Richard Davies, and James Evans, Stourbridge, Glass Manufacturers. Aug 20 at 10.30 at offices of Price, High st, Stourbridge
Pheby, John, White Lion st, Pentonville, Provision Merchant. Aug 27 at 2 at offices of Poole, Bartholomew close
Prebbis, William, Rifle st, Poplar, Builder. Aug 30 at 2 at the Cannon st Hotel, Cannon st. Linklater and Co, Walbrook
Pryor, William Allston, High st, Upper Tooting, Grocer. Aug 25 at 2 at the Creditors' Association, Arthur st East. Wood and Wootton, Fish st hill
Roberts, Thomas, and Israel Bentley Roberts, Westgate, Wakefield, Cabinet Makers. Aug 23 at 11 at offices of Lake and Lake, Southgate, Wakefield
Rowland, George Thomas, Falcon lane, Clapham Junction, Coal Merchant. Aug 26 at 2 at offices of Blachford and Co, College hill, Cannon st
Rimmer, William, Liverpool, Licensed Victualler. Aug 24 at 11 at offices of Goffey and North, Lord st, Liverpool
Shaw, David Allison, Dewsbury, York, Solicitor. Aug 26 at 2 at the Wellington Hotel, Dewsbury. Ibbetson, Dewsbury
Shaw, Thomas, Manchester, Glass Merchant. Aug 27 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester
Simpson, John Hawkins, Parkstone, Poole, of no occupation. Aug 23 at 3 at offices of Aldridge and Aldridge, King st, Poole
Slowe, John, Netherwood st, Brondesbury, Commercial Traveller. Aug 24 at 3 at 40, Southampton bldgs, Holborn. Cooper, Chancery lane
Smart, George, St. Helen's, Lancaster, Bottle Blower. Aug 24 at 3 at offices of Riley and Cook, Hardshaw st, St. Helen's
Smith, Elizabeth Sarah, Kingston-upon-Hull, Club Agent. Aug 25 at 11 at offices of Codd, Cogan st, Hull
Smith, Herbert, Leamington, Warwick, Builder. Aug 24 at 2.30 at offices of Wright and Hassell, Dormer pl, Leamington
Spreadborough, Samuel John, and Henry Feldwick, Brighton, Builders. Sept 6 at 3 at offices of Freeman and Freeman-Gell, Ship st, Brighton
Sutcliffe, Ellen, Manchester, Perambulator Manufacturer. Aug 19 at 3 at offices of Woolley, South King st, Manchester
Swallow, William, Leeds, Grocer. Aug 20 at 1 at offices of Rooke and Midgley, White Horse st, Boar lane
Symes, Richard, Southampton, Wheelwright. Aug 23 at 3 at offices of Bell, Portland st, Southampton
Theakstone, George, Nun Monkton, York, Farmer. Aug 26 at 2 at offices of Wood, Pavement, York
Trow, Daniel, Corwen, Merioneth, Builder. Aug 24 at 12 at the Wynnstay Arms Hotel, Ruabon. James, Corwen
Ward, Thomas Bernard, Sloane st, Dyer. Aug 24 at 12 at the Mitre Hotel, Cathedral gates, Manchester. Walley, Manchester
Westerby, Matthew, Newcastle-upon-Tyne, out of business. Aug 18 at 3 at offices of Macdonald, Mosley st, Newcastle-on-Tyne
Whiteley, Joseph Thomas, Nottingham, Silk Merchant. Aug 26 at 11 at offices of Burton and Co, Long row, Nottingham
Wolstenhulme, Mark, Oldham, Lancaster, out of business. Aug 25 at 3 at the Wheat Sheaf Hotel, Fennel st, Manchester. Whitaker, Oldham
Wood, Robert, Drummond st, Commercial Traveller. Sept 4 at 12 at offices of Behrend, Bucklersbury
Woodhill, John Parkes, Bristol, Boarding School Proprietor. Aug 23 at 2 at offices of Tribe and Co, Albion chambers, Bristol. Bibly, Bristol
Wynn, Robert, Sunderland, Durham, Joiner. Aug 14 at 11 at offices of Huntly, Fawcett st, Sunderland
Young, James Brown, Newcastle-upon-Tyne, Hosier. Aug 23 at 11 at the Cannon st Hotel, Cannon st. Kennlyside and Co, Newcastle-upon-Tyne

SCHWEITZER'S COCOATINA,

Anti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.

Being without sugar, spice, or other admixture, it suits all palates, keeps better in all climates, and is four times the strength of cocoas THICKENED yet WEAKENED with starch, &c., and IN REALITY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

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